



CRISES CONTROL

The Crises Control Services Standard **Terms of Use**

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Terms of Use

1. ACCEPTANCE OF TERMS OF USE

1.1 These Terms of Use, which include the Company's Privacy Policy, End User License Agreement ("EULA"), the Appendices attached hereto and About Cookies and Internet Advertising (the "Terms of Use"), govern the Client's use of the Services. By signing this Contract, the Client accepts and agrees to these Terms of Use.

1.2 The Services are provided to the Client hereunder by Transputec Limited (Company number GB03443568), whose registered office is at Transputec House, 19 Heather Park Drive, Wembley, Middlesex, HA0 1SS.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Contract the following terms shall have the following meanings:

"Crises Control Company" means Transputec Limited or one of its affiliated companies hereinafter the **"Company"**.

"Client" means [Name and registration number], whose registered office is at [Address and ZIP code]

"Website" means the Control Website at www.crisis-control.com.

"Application" means the Crises Control Mobile Application.

"Services" means the use of the Website or the Application as set out in the Website at www.crisis-control.com, including the Membership Plan or any part or parts of them to be provided by the Company in accordance with these Terms of Use, as more particularly described in Appendix 1 to this Contract. The Services cover the use of the Application which allows Clients to access and administer their procedures from a mobile app and the Website portal at www.crisis-control.com and as defined at Section 12 below.

"Membership Plan" means the subscription to the Enterprise Membership Plan, the Business Membership Plan or the G-Cloud 10 Membership Plan as defined at Section 11 below or as may be amended by the Company from time to time.

"Membership Fee" means the fees for each Membership Plan as set out in the Crises Control Commercial Proposal or as otherwise agreed in writing with the Client.

"Usage Fee" means the fee for SMS, Telephone calls.

"Billing Period" means the Billing Period which may be annual, quarterly, monthly, or another time period agreed by the Client and the Company at sign up (Registration) or as subsequently amended.

"Free Trial" means the 30 day Free Trial period that may be available to new Clients and some former Clients.

"User(s)" means any employee, consultant, associate, affiliate of the Client or other individual who has been given a unique ID and password to access the Services by or on behalf of the Client. For the avoidance of doubt multiple Users may not use the same ID and password credentials to access the Services and this constitutes a breach of these Terms of Use.

"Payment Method" means the current, valid, accepted method of payment (as such may be updated from time to time,) provided by the Client to pay for the Services - see clause 11.6 below.

"Terms of Use" means these Terms of Use defined at clause 1.1 above.

"Billing" means a successful charge, debit or other payment clearance, as applicable, against the Client's Payment Method.

"Credits" mean a refund, discount, or other consideration to the Client in the Company's sole and

absolute discretion - see clause 11 and clause 13 below.

"Crises Control Software" means the source or compiled code of the Application or the Website which operates the Services and which is designed to enable Push, SMS, Phone and Email messages to be sent through mobile devices.

"Account Owner" means the Client or any User for which a Crises Control account has been created.

"Parties" means both the Client and the Company and each of the Client and the Company shall be a **"Party"**.

"Charges" means the charges incurred by the Users with their respective mobile network provider 'Mobile Provider' when using the Services.

"Registration" means the acceptance of these Terms of Use.

"Service Levels" means the service levels set out in Appendix 2 to this Contract.

"Contract" means this Crises Control Contract which includes the Crises Control Commercial Proposal and these Terms of Use.

"BCP" means business continuity plans which are intended to provide details required to assist in the recovery of critical business functions on the occurrence of a business continuity event and which form part of the Company's business continuity framework detailing how business continuity is managed by the Company.

"Cloud Service Provider" means Microsoft Azure, Amazon Web Services (**"AWS"**), Apple & Google PUSH services and Twilio, CM.com or any replacement cloud service provider as agreed by the Client from time to time in accordance with clause 31.13.

"Cloud Service Provider Contract" means the agreement between the Company and the Cloud Service Provider for the web services through which the Services will be delivered and/or data storage and/or hosting services.

"Crises Control Commercial Proposal" means the Crises Control Commercial Proposal document that forms part of the Contract setting out details of the Membership Plan and Services to be provided to the Client under this Contract, as amended by the Parties from time to time.

"Initial Contract Term" means the initial contract term set out in the Crises Control Commercial Proposal.

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

2.2 In this Contract any reference to any law (except where the context otherwise requires) (i) shall be deemed to include any byelaws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that law and (ii) shall be construed as referring to any law which replaces, re-enacts, amends or consolidates such law (with or without modification) at any time.

3. CHANGE TO TERMS OF USE OR CONTRACT

No purported alteration or variation to these Terms of Use or the Contract shall be effective unless it is in writing, refers specifically to the Terms of Use and/or the Contract, and is duly executed by an authorised representative of each Party.

4. COMMUNICATION PREFERENCES

By using the Services, the Client consents to receiving electronic communications from the Company relating to the Client's account. These communications may involve sending emails to the Client's email address provided during Registration or posting communications on the Services (either Website or Application), or in the "Your Account" page of the Website and will include notices about the Client's account (e.g., payment authorisations, change in password or Payment Method, confirmation e-mails and other transactional information) and are part of the Client's relationship with the Company. The Client agrees that any notice, agreements, disclosure, or other communications that the Company sends to the Client electronically will satisfy any legal communication requirements, including that such communications be in writing. The Client also consents to receiving certain other communications from the Company, such as newsletters about new Crises Control features and content, special offers, promotional announcements and customer surveys via email or other methods. If the Client no longer wishes to receive certain non-transactional communications, they should let the Company know by email and the Company will remove the Client's name from the Company's marketing database. Please review the Company's Privacy Policy at www.crisis-control.com/privacy-policy for further detail on the Company's marketing communications.

5. SYSTEM REQUIREMENTS

5.1 In order to use the Application, the Client is required to have a compatible handheld device, 3G or higher telephone connection, Wi-Fi internet access, and the necessary minimum specifications ('Software Requirements').

5.2 The Software Requirements are as follows:

- (i) Apple Platform; iPhone 4 or greater, or iPad
- (ii) Android platform; any mobile phone, tablet or player which runs Android V4.03 or higher.
- (iii) Android OS 3.2 or later or as advertised on the Website at www.crisis-control.com.
- (iv) The Client hereby acknowledges that these minimum requirements may change from time to time, without notice, and that the Company makes no representations as to the accuracy of the Software Requirements defined in this Section 5.

5.3 The Client may be required to obtain software and / or hardware updates or upgrades from time to time as may be necessary for the continued use of the Services.

5.4 The Client hereby acknowledges and agrees that such system requirements as specified under this Section 5 remain their responsibility.

6. SERVICE DELIVERY

6.1 Availability of the Services - The Company has taken every care in the preparation of the Services. However, as certain technical matters may be beyond their control, the Company cannot guarantee that the Client will have uninterrupted access to the Services at all times or that there will be no delays, failures, errors or omissions or loss of transmitted information - see

Section 16, Disclaimer of Warranties and Limitation of Liability. The Company shall perform the Services to meet or exceed the Service Levels.

6.2 The Company confirms that it has and will continue to maintain during the term of this Contract adequate systems to ensure the proper performance of its obligations under this Contract which shall be detailed in formal BCP. The Company shall:

6.2.1 ensure that such systems have adequate back-up and disaster contingency facilities which can be called upon should systems break down or otherwise fail to operate properly for whatever reason.

6.2.2 maintain and periodically test its BCP.

7. CHARGES

7.1 The Company will not charge the Client for the use of the Services other than for those Fees outlined under Section 11 Membership, Term, Billing and Cancellation, and Section 13 Cancellation below.

7.2 The Client acknowledges that the Client's terms of agreement with their respective mobile network provider ('Mobile Provider') will continue to apply when using the Services. As a result, the Client may be charged by the Mobile Provider for access to network connection Services for the duration of the connection while accessing the Services, or any such third party charges as may arise.

7.3 The Client accepts responsibility for any such charges that arise under clause 7.2 above.

7.4 If the Client is not the bill payer for the mobile phone or handheld device being used to access the Services, the Client will be assumed to have received permission from the bill payer for using the Services.

8. NOTIFICATION OF CHANGES

The Company will use reasonable endeavours to advise the Client of any essential impending variation from the agreed Services as soon as soon as possible. The Company will ensure that any such variation does not render the Service materially different to the Service subscribed to by the Client and/or materially reduce or affect the Service and/or the Service functionality as described in Appendix 1 to this Contract.

9. INTELLECTUAL PROPERTY

9.1 Copyright. The Services, including all content provided on the Website and the Application, is protected by UK and international copyright, trade secret or other intellectual property laws and treaties.

9.2 The Intellectual Property Rights in the Services shall remain with the Company at all times.

9.3 If payment in full is not made in accordance with these Terms of Use or as agreed in any conditions of contract between the Client and the Company, the Company may withdraw the Services to the Client forthwith and if the requirement is not immediately complied with the Company shall be entitled at any time to withdraw the Services without prejudice to any other remedy that may be available to the Company, without further liability.

9.4 The Company warrants to the Client that:

9.4.1 it has the right to enter into this Contract and provide the Services to the Client (including the right to include within the Services any third party software programs contained within the Services) and to grant to the Client the licence to access and use the Services set out in clause 12.2, in accordance with and as contemplated by this Contract;

9.4.2 it has obtained all necessary rights, consents, permissions and/or licences to deliver the Services and provide the access to the Services to the Client (including any rights, consents, permissions and/or licences from any third parties whose software programs are contained within the Services);

9.4.3 it has the power to lawfully deliver the Services the Client in accordance with this Contract; and

9.4.4 the provision to the Client of the Services (including any of the Crises Control Software) and the Clients access and use of the Services (including any of the Crises Control Software) in accordance with this Contract will not: i) infringe any third-party Intellectual Property Rights or other rights; or ii) place the Company or the Client in breach of any obligations of confidentiality owed to any third-party.

9.5 The Company shall defend and fully indemnify the Client and keep the Client fully defended and indemnified from and against any and all loss, liabilities, costs, expenses (including legal expenses), injuries, claims, demands, damages, proceedings or judgments incurred or suffered by the Client or any Client affiliate as a result of any claim, action or suits brought by a third party resulting from or in connection with an infringement or alleged infringement of any Intellectual Property Rights or other rights caused by the provision of the Services (including any of the Crises Control Software) and/or the receipt, possession, access and/or use of the Services (including any of the Crises Control Software) by the Client or any Client affiliate.

10. LIMITATION OF LIABILITY

The Client is solely responsible for any use made of the Services by the Client and/or the Users. The Company is not responsible under these Terms of Use for any use of the Services by the Client and/or the Users, or inability of the Client to use the Services unless arising from a breach of the Company's obligations under these Terms of Use. Except in the case of personal injury due to a Party's negligence,

data protection breaches arising from processing personal data from the Client’s User Data, breaches of the confidentiality provisions in clause 27 and any liability under any indemnity set out in this Contract, any liability of any Party under this Contract shall be limited to 100% of the price paid for the Services. Neither Party shall be liable, under these Terms of Use in any circumstances for any consequential or indirect loss, damage, injury (other than personal injury or death resulting from a Party’s negligence), loss of profits, loss of business or internal management time. This clause 10 shall survive the termination or expiry of the Contract.

11. MEMBERSHIP, TERM, BILLING AND CANCELLATION

11.1 Membership Plans

The Company provides the following Membership Plans:

Membership Plans	
Business	Limited number of Users. with restriction on some modules. Usage Fee (e.g., SMS texts, telephone calls and conference calls).
Enterprise	Limited number of Users plus additional modules unavailable in the Business Plan. Usage Fee (e.g., SMS texts, telephone calls and conference calls).

11.2 Business, Enterprise Membership Plans

11.2.1 These Membership Plans start when a Client signs up (“**Registration**”) to use the Services by completing the Registration process.

11.3 Term

11.3.1 This Contract shall commence on the Contract Start Date set out in the Crises Control Commercial Proposal and, subject to early termination in accordance with the termination provisions set out in this Contract, shall continue in full force and effect for the duration of the Initial Contract Term.

11.3.2 At least 30 days prior to the end of the Initial Contract Term, the Company shall send to the Client a quotation for renewal of the Contract for a further period equal to the Initial Contract Term (or such period agreed between the Parties) (“**Renewal Term**”). The Client shall notify the Company in writing whether it wishes to renew the Contract based on the quotation provided. If the Client confirms in writing to the Company that it wishes to renew the Contract for the Renewal Term, the Client’s account will be renewed, and an invoice will be sent to the Client in respect of the Renewal Term. In the event that the Client does not wish to renew the Contract, the Contract will terminate at the end of the Initial Contract Term.

11.4 Fees

11.4.1 In consideration of the provision of the Services by the Company, the Client shall pay the Membership Fee. The Membership Fee for each Plan shall be as set out in the Crises Control Commercial Proposal.

11.4.2 Membership Fee (subscription): The Membership Fee shall be for the period agreed with the Company at Registration and the Membership Plan may be cancelled in accordance with Section 13 below.

11.4.3 Usage: This covers SMS messages, telephone calls and conference calls. As usage charges are incurred, they will be deducted from the credit balance of the Client's account. Where appropriate and agreed the Client may add additional credit to their account by visiting the Crises Control Website or by using one of the other means of payment accepted by the Company from time to time.

11.4.4 The Membership Fee shall be fixed for the duration of the Initial Contract Term. For the avoidance of doubt, the Company shall not be entitled to change the Membership Fees during the Contract Term. The Company reserves the right to change the Membership Fees on renewal and will notify the Client of any changes 30 days in advance of any changes.

11.4.5 Travel expenses are not included in the Membership Fee and (where applicable) shall be charged at cost and separately. Client shall reimburse the Company for its reasonable and properly incurred travel expenses connected with the performance of this Contract on receipt of an invoice provided that such expenses have been approved by the Client in advance and the Company provided to the Client appropriate receipts or other proof of such expenses.

11.5 Billing

11.5.1 The Membership fee for the service will be charged to your Payment Method on the specific payment date indicated on the Crises Control Commercial Proposal. The length of your Billing Period will depend on the type of Membership plan that you choose when you signed up for the service. In some cases, your payment date may change, for example if your Payment Method has not successfully settled, when you change your Membership Plan.

11.5.2 Payment Terms. The Client shall make payment of the Membership Fees (and any other fees or expenses relating to the Services as agreed between the Parties) to the Company within thirty (30) days of the date of receipt of the relevant invoice from the Company.

11.5.3 No Refunds. SAVE AS PROVIDED IN CLAUSE 14.5, PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, the Client will continue to have access to the Services through to the end of the Client's current Billing Period and the terms of this Contract shall continue to apply to the Client and the Company in respect of the Services during such period following cancellation. At any time, and for any reason, the Company may provide a refund, discount, or other consideration to some or all of their members. The amount and form of such Credits, and the decision to provide them, are at the Company's sole and absolute discretion. The provision of Credits in one instance does not entitle the Client to Credits in the future for similar instances, nor does it obligate the Company to provide Credits in the future, under any circumstance.

11.5.4 Cancellation. The Client may cancel their Membership Plan at any time - subject to clause 13 below - and they will continue to have access to the Services through to the end of their Billing Period and the terms of this Contract shall continue to apply to the Client and the

Company in respect of the Services during such period following cancellation. SAVE AS PROVIDED IN CLAUSE 14.5, THE COMPANY DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL BILLING PERIODS.

11.6 Payment Method

11.6.1 Payment shall be by the agreed Payment Method. Where the agreed Payment Method is via credit or debit card payment, it is the Client's responsibility to ensure that the details given in the Payment Method are accurate and up to date at all times. The Client may edit their Payment Method information by visiting the Website and clicking on the "Your Account" link, available at the top of the pages of the Website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and the Client does not edit their Payment Method information or cancel their account (see, "Cancellation" below), the Client remains responsible for any uncollected amounts and authorises the Company to continue billing the Payment Method, or as it may be updated or seek to recover them by other lawful means. This may result in a change to the Client's payment billing dates. This Section shall survive the termination of the Services.

TRANSPUTEC BANK ACCOUNT DETAILS

Sort Code: 40-12-76

Account Number: 74457090

Account Name: Transputec Ltd

SWIFT BIC: HBUKGB4B

IBAN: GB18HBUK40127674457090

11.6.2 If the Client fails to pay any amount payable by it under this Contract, the Company shall be entitled but not obliged to charge the Client interest on the overdue amount from the due date at the rate of 4% per annum above the base rate from time to time of Royal Bank of Scotland plc.

12. THE SERVICES

12.1 A User must be 18 years of age, or the age of majority in their country, to become a member of the Services.

12.2 During the Client's Membership Plan, the Company grants to the Client a limited, non-exclusive, non-transferable, licence to access and use the Services as contemplated by this Contract. Except for the foregoing limited licence, no right, title or interest shall be transferred to the Client.

12.3 The Services have the capability of using technology to verify the users' geographic location.

12.4 The Company continually updates the Services. In addition, they continually test various aspects of the Services, including the Website, user interfaces, Membership Plans, and promotional features. The Company reserves the right to, and by using the Services the Client agrees that the Company may, include them in or exclude them from these tests without notice. The Company reserves the right at their sole and absolute discretion to make changes from time to time and without notice in how the Company offers and operate the Services provided that the

change does not render the Services materially different to the Services subscribed to by the Client and/or materially reduce or affect the Services and/or the Services functionality as described in Appendix 1 to this Contract.

12.5 The Client agrees to use the Services, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on the use of the Services or content therein. The Client agrees not to reproduce, distribute, modify, display, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorised in these Terms of Use) information contained on or obtained from or through the Services (excluding any Client information transferred to the Company and/or uploaded to or contained on the system, including any personal data the Client transfers to the Company) without express written permission from the Company or its affiliates. The Client also agrees not to: circumvent, remove, alter, deactivate, degrade or thwart any of the protections in the Services; use any robot, spider, scraper or other automated means to access the Services; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Services; insert any code or product or manipulate the content of the Services in any way; or, use any data mining, data gathering or extraction methods. In addition, the Client agrees not to upload, post, e-mail or otherwise send or transmit any material designed to break, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Services, including any software viruses or any other computer code, files or programs.

12.6 The Client is responsible for all Internet access charges. The Client is also advised to check with their Internet provider for information on possible Internet data usage charges.

12.7 The Crises Control Software is designed to enable Push, SMS, Phone and Email messages to be sent through mobile devices. This software may vary by device and functionality and may also differ between devices. BY USING THE SERVICES, THE CLIENT ACKNOWLEDGE AND AGREE TO THE END USER LICENSE AGREEMENT AND TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE APPLICATION AND RELATED THIRD-PARTY SOFTWARE. IF THE CLIENT DOES NOT ACCEPT THE FOREGOING TERMS, DO NOT USE THE SERVICES. THE COMPANY DOES NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH THE SERVICES. By using the Services, the Client agrees to look solely to the entity that manufactured and/or sold their device for any issues related to the device and its compatibility with the Services. If the Client's Crises Control ready device is sold, lost or stolen, the Client should deactivate their User account via the Website. If the Client fails to log out or deactivate their device, subsequent Users may access the Services through the Client's account to perform actions detrimental to the Client's interests and may be able to access information belonging to both the Client and the Company for which the Client may be held liable.

12.8 The Company may terminate or restrict the Client's use of the Services, without compensation on giving written notice if the Client is, or if the Company suspects that they are:

- (i) in violation of any of these Terms of Use or.
- (ii) engaged in illegal or improper use of the Services.

12.9 The Company shall:

12.9.1 provide the Client with the Services in a diligent, orderly and business-like manner with due skill and care in accordance with this Contract and good industry practice.

12.9.2 notify the Client immediately of any developments which may affect its ability to perform its obligations under this Contract.

12.9.3 perform its obligations under this Contract and the Services in compliance with all applicable laws and regulations.

12.9.4 perform faithfully all the duties and responsibilities assumed hereunder to the best of its knowledge, skill and judgement; and

12.9.5 ensure that all staff providing the Services are competent, remain competent and are appropriately trained and supervised in order to perform the obligations of the Company under this Contract.

12.10 A representative of each Party shall meet at regular intervals agreed between the Parties in order to review the performance of this Contract by each Party, any proposals either Party may have for the improvement of delivery of the Services and to identify any difficulties, disputes or opportunities for the Parties and to determine how best to manage or resolve them. Each Party's representative shall be sufficiently senior within the organisation of his appointing Party and granted sufficient authority by his appointing Party to act on behalf of that Party in relation to all matters where this Contract provides for the matter in question to be decided upon by or agreed between the representatives or where any consent is to be given or withheld on a Party's behalf by its representative.

13. CANCELLATION OR SUSPENSION REFUND POLICY

13.1 The Client may cancel the Services at any time with 30 days' notice period. On cancellation of the Services:

13.1.1 If the Client's Membership Plan is cancelled during the Billing Period, the Services will remain accessible to the Client until the end of the Billing Period when it will be terminated.

13.1.2 Payments for the Services are not refundable and fees for parts of the Billing Period for the Services shall not be refunded on cancellation of the Services as they are deemed to have been earned by the Company.

13.1.3 The only exception to this Section is a manifest error in the fees charged.

13.2 On suspension of the Services in accordance with Section 14 below or otherwise where a warning has or has not been issued and where the Client has been found to be in breach of the Company's Terms of Use, all outstanding amounts shall become due immediately. The Company shall decide, at its sole discretion, whether to reconnect the Services. If the Services are subsequently reconnected the Client's sole remedy shall be for the Company to credit the Client's account with a number of days corresponding to the duration of suspension.

13.3 On suspension of the Services in accordance with Section 14 below or otherwise where a warning has or has not been issued and where the Client has been found NOT to be in breach of Company's Terms of Use, when Services are reconnected the Client's sole remedy shall be for the Company to credit the Client's account with a number of days corresponding to the duration of the suspension.

13.4 On suspension of the Services in accordance with Section 14 below or otherwise where a warning has or has not been issued, and where it has not been possible to determine conclusively that the Client has been in breach of Company's Terms of Use, the Company shall decide, at its sole and absolute discretion, whether to reconnect the Services. If the Services are reconnected the Client's sole remedy shall be for the Company to credit the Client's account with a number of days corresponding to the duration of the suspension.

13.5 Where suspension of the Services has occurred, and on the provision of a satisfactory explanation or other acceptable undertaking by the Client, the sole remedy shall be for the Company to Credit the Client's account with a number of days corresponding to the duration of the suspension.

14. SUSPENSION AND TERMINATION

14.1 Notwithstanding the provisions of Section 13 above and without limitation the Company shall be the sole arbiter of proper and lawful use of the Services, and where there is any controversy or dispute, the Parties shall endeavour to negotiate any claim or matter promptly and in good faith, in accordance with the dispute resolution process under clause 21.

Failure to comply with these Terms of Use constitutes a material breach of the Terms of Use upon which the Client is permitted to use the Services and may result in the Company taking all or any of the following actions:

- I. Immediate, temporary or permanent withdrawal of the Client's right to use the Services.
- II. Immediate, temporary or permanent removal of any posting or material uploaded by the Client to the Services.
- III. Issue of a warning to the Client.
- IV. Legal proceedings against the Client for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- V. Further legal action against the Client.
- VI. Disclosure of such information to law enforcement authorities as the Company reasonably feels is necessary.

14.2 We exclude liability to the full extent permissible by the law for actions taken in response to breaches of these Terms of Use policy in particular but without limitation the termination of the Services during a crisis. The responses described in this policy are not limited, and the Company may take any other action they reasonably deem appropriate.

14.3 Notwithstanding any other provisions of these Terms of Use, where termination of the Services by the Company has occurred in accordance with this Section 14, all amounts owing shall become immediately due and no fees already paid in such circumstances shall be refundable.

14.4 The Client may give notice in writing terminating this Contract with immediate effect if:

14.4.1 the Company commits a material or persistent breach of any of the terms of this Contract and (if such a breach is remediable) fails to remedy that breach within twenty-eight (28) days of being notified in writing of the breach.

14.4.2 an order is made, or a resolution is passed for the winding up of the other Party or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Company.

14.4.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the Company or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Company or notice of intention to appoint an administrator is given by the Company or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986).

14.4.4 a receiver is appointed of any of the Company's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Company or if any other person takes possession of or sells the Company's assets.

14.4.5 the Company makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way.

14.4.6 the Company suspends or ceases to or threatens to suspend or cease to trade or carry on all or a substantial relevant part of its business.

14.4.7 the Company is in breach of any applicable laws or regulations; or

14.4.8 there is a change of Control of the Company (and for the purpose of this clause "Control" shall have the meaning set out in section 1124 Corporation Tax Act 2010).

14.5 In the event that the Client terminates the Contract in accordance with clauses 14.4, the Client shall be entitled to a pro-rata refund of any fees (including Membership Fees) paid in advance for any Services (or part thereof) that have not been provided by the Company as a result of termination at the termination date.

15. PASSWORDS AND ACCOUNT ACCESS

15.1 The Company permits the Client to give Users access to the Services in accordance with this Contract. Users shall either be Administrators, Key Holders or Basic Users and shall have the permissions and access rights set out in Appendix 1 of this Contract.

15.2 The Account Owner has access and control over their Crises Control account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Client wishes to prohibit others from contacting the Services and potentially altering the Client's control, the Client should not reveal the Payment Method details (e.g. last four digits of their credit or debit card, or their email address if they use PayPal) associated with their Crises Control service account. The Account Owner is responsible for updating and maintaining the truth and accuracy of the information they provide to the Company relating to the Client's account.

15.3 In order to provide the Client with ease of access to their account and to help administer the Services, the Company has implemented technology that enables them to recognise the Client as the Account Owner and provide them with direct access to their account without requiring them to retype any password or other User identification when they revisit the Services, which includes accessing via the Website.

15.4 By sharing the Services password or allowing others to access their account, the Account Owner agrees to be responsible for assuring that such Users comply with the terms of use and such Account Owner shall be responsible for their actions.

15.5 The Client should be mindful of any communication requesting that they submit financial or other account information. Providing information in response to these types of communications can result in identity theft. The Client is advised to always access their sensitive account information by going directly to the Website and not through a hyperlink in an email or any other electronic communication, even if it looks official. The Company reserves the right to place any account on hold anytime without liability with or without notification to the Client or their Users in order to protect itself and its partners from what it believes to be fraudulent activity. The Company is not obligated to credit or discount a Membership Plan for holds which have been placed on their account by either a representative of Company or by the automated processes of the Services.

16. DISCLAIMERS OF WARRANTIES

16.1 The Services and all content and software associated therewith, or any other features or functionalities associated with the Services, are provided "as is" with all faults and without warranty of any kind (except the warranty set out in Section 9 above). The Company does not guarantee, represent, or warrant that the Client's use of the Services will be uninterrupted or error-free but will comply with the Services Levels in the performance of the Services.

16.2 Nothing in these Terms of Use shall affect any non-waivable statutory rights that apply to the Client. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

17. GOVERNING LAW

17.1 These Terms of Use are governed by and will be construed in accordance with the laws of England. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the English Courts except as provided for at Section 21 - Dispute Resolution.

18. THIRD-PARTY APPLICATIONS

The Client may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Third Party Application(s)") that interact with the Services. These Third-party Applications may be used by the Client to import data related to the Client's account and activity. The Company is not responsible for such Third-party Applications. Such Third-party Applications are owned or operated by third parties that are not related to, with, or sponsored by the Company.

19. CLIENT DATA

19.1 The Client grants to the Company a limited, non-exclusive, non-transferable and non-assignable licence for the duration of the Contract, to store and use any data provided by the Client in connection with the Services solely for the purposes of providing the Services and fulfilling its other obligations under this Contract and in accordance with the terms of the

Contract. The Client data (and any Intellectual Property Rights contained therein) provided by the Client to use or in connection with the Services remains the property and responsibility of the Client and the Client must at all times comply with these Terms of Use in particular but without limitation Section 12 above. The Client is solely responsible for any liability arising from inaccuracies or errors in their data.

19.2 On cancellation of the Services or termination of the Contract by the Client, the Company will retain the Client data for 12 months for audit trail purposes, to allow the Client to obtain a copy of the data if necessary and/or to allow the Client to renew its Membership Plan temporarily for extraordinary reasons or to renew it permanently, if required. The Company shall continue to comply with the provisions of Section 26 and 27 of the Terms of Use in respect of the retained Client data for as long as it remains in its possessions.

20. CUSTOMER SUPPORT

24x7 Standard Support (as more particularly described in Appendix 2 to this Contract) ("**Customer Support**") is provided as part of the Services in accordance with the Customer Support Service Levels set out in Appendix 2 to this Contract and included in the Membership Fee. If the Client needs assistance with their account, they are advised to contact Customer Support via the website or email support@crises-control.com at any time. This area provides answers to many frequently asked questions and information on reaching a Customer Support representative. In certain instances, Customer Support may best be able to assist the Client by using a remote access support tool through which they have full access to the Client's computer. If the Client does not want the Company to have this access, they should not consent to support through the remote access tool, and the Company will use reasonable endeavours to assist the Client through other means.

21. DISPUTE RESOLUTION

21.1 The Parties agree that if any controversy or claim arises in relation to these Terms of Use representatives of each Party shall negotiate promptly and in good faith to resolve the matter between them, with at least two meetings convened for this purpose taking place.

21.2 If the Parties are unable to resolve any dispute or claim pursuant to clause 21.1 the matter shall be referred to mediation in accordance with the procedures laid down from time to time by the Centre for Dispute Resolution ("CEDR") within thirty days of one Party giving notice to the other that, in its reasonable opinion, no agreement will be reached by them.

21.3 If having followed the processes set out in clauses 21.1 and 21.2, the Parties have failed to resolve their controversy or settle their claim, then the matter shall be determined as follows:

21.3.1 if the dispute shall be of a technical nature concerning the interpretation of the Services or relating to technical performance of the Services or any similar or related matter, then such dispute shall be referred at the election of either Party for final settlement to an expert nominated jointly by the Parties or, failing such nomination within 14 days after either Party's request to the other therefor, nominated at the request of either Party by the President from time to time of the British Computer Society. Such expert shall be deemed to act as an expert and not as an arbitrator. His decision shall (in the absence of clerical or manifest error) be final and binding on the Parties and his fees for so acting shall be borne by the Parties in equal shares unless he determines that the conduct of either Party is such that such Party should bear all of such fees;

21.3.2 in any other case the Parties submit to the exclusive jurisdiction of the English Courts - See Section 17 above - Governing Law.

22. FORCE MAJEURE

No Party shall be liable for failure to perform its obligations under these Terms of Use if such failure results from circumstances beyond the Party's reasonable control, provided that the affected Party shall take all reasonable steps to anticipate such circumstances and to reduce their impact.

23. SEVERABILITY AND ENTIRE AGREEMENT

23.1 If and to the extent that any provision or any part of the provision of the Terms of Use is illegal, void or unenforceable for any reason, then such provision or part thereof (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provision (as the case may be) all of which remaining provisions shall remain in full force and effect.

23.2 This Contract constitutes the entire understanding between the Parties relating to the subject matter hereof and supersedes all prior representations, understandings, proposals, presentations, communications, whether written, oral, implied or inferred. No addition to or modification of any provision of this Contract shall be binding upon the Parties unless made in writing and signed by a duly authorised representative of each of the Parties.

24. WAIVER

The waiver by the Company of any breach of any term hereunder shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

25. INDEMNITY

The Company agrees to indemnify and hold the Client and its respective officers, directors and employees harmless from any claim or demand, including legal fees and expenses made by any third party due to or arising out of a material breach of these Terms of Use or the other Company's violation of any law or rights of third parties.

Data Protection

26. DATA PROTECTION

26.1 The Company will not use any Personal Data about the Client and employees of the Client for any purpose other than is strictly necessary in order to provide the Services and shall at all times use this data in accordance with the Data Protection Act 2018 (the “**DPA**”), the UK General Data Protection Regulation (which shall have the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA) (the “**GDPR**”) and any other applicable legislation in any jurisdiction relating to the protection of individuals with regard to the processing of personal data, data protection or privacy (the “**Data Protection Legislation**”). For the avoidance of doubt, the capitalised terms used in this clause 26 shall have the same meaning as those in the Data Protection Legislation.

26.2 The Client and the Company agree that, for the purposes of the Data Protection Legislation, the Client is the Controller and the Company is the Processor of any Personal Data Processed in connection with the Services except in relation to Client Personal Data Processed by the Company for the purpose of setting up, administering and managing of the Client’s account and Contract, in which case the Company will be a Controller of such Personal Data.

26.3 The Parties acknowledge that the details of the processing activities contemplated under the Contract are:

26.3.1 Subject Matter, Scope, Nature and Purpose of processing:- processing for the purpose of providing the Services to the Client as contemplated by and in accordance with this Contract;

26.3.2 Duration of processing:- for the duration of the provision of the Services during the Contract term and thereafter in accordance with clause 19.2;

26.3.3 Categories of Data Subjects:- employees, staff, personnel, consultants, contractors, associates of the Client or the Client’s affiliates;

26.3.4 Types of Personal Data:- full names, job title, department details, business contact details (work/office telephone number, work mobile phone number, work e-mail address and office address and location), personal contact details (home telephone number, mobile phone number, other telephone, personal e-mail address and physical address), geolocation, employee ID or payroll number (or other unique ID number or reference), employment status.

26.4 In processing any Personal Data and carrying out its obligations under or in connection with the Contract, the Company shall comply, and shall procure that its agents or sub-contractors (including its affiliates) shall comply, with all applicable Data Protection Legislation.

26.5 To the extent that the performance of the Company’s obligations under the Contract (including any supporting or ancillary activities) involves processing the Personal Data on behalf of the Client in the Company’s capacity as Processor, the Company shall, and shall procure that its agents and sub-contractors shall:

(a) process Personal Data only to the extent, and in such a manner, as is necessary for

the purposes specified by the Contract and in accordance with Client's documented instructions, including with regard to transfers of Personal Data outside the European Economic Area (or the UK) or to an international organisation, unless the Company is otherwise required to process Personal Data by European Union, European Union member state and/or UK law to which the Company is subject; in which case the Company shall immediately inform Client of that legal requirement before processing (unless prohibited from doing so by that law).

(b) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risks for the rights and freedoms of individuals concerned, implement all technical and organisational measures necessary to ensure a level of security appropriate to the risk in order to ensure that Personal Data is protected against loss, destruction or damage, and unauthorised or unlawful processing. Such measures may include: (i) the pseudonymisation and encryption of Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

(c) subject to clause 26.4(e), only disclose Personal Data to its employees or other personnel (including temporary and/or agency workers), or those of its agents or sub-contractors who are subject to binding confidentiality obligations in respect of Personal Data (and whose use of that Personal Data relates to their job function), the Company shall take reasonable steps to ensure the reliability of the individuals to whom it discloses Personal Data (including by giving them appropriate training in data protection, security and confidentiality of Personal Data) and shall ensure that those individuals only Process the Personal Data on instructions from the Client (unless otherwise required to do so by European Union, Member State or UK law).

(d) make available to the Client all information necessary to demonstrate compliance with Data Protection Legislation and allow for and contribute to audits of its data processing facilities, procedures, records and documentation which relate to the processing of Personal Data, including inspections (on reasonable written notice) by the Client, its auditors or agents or any Supervisory Authority.

(e) only engage another Processor (a "**Sub-Processor**") with the Client's prior written authorisation and by entering into a legally binding written agreement that places the same data protection obligations as those set out in this Contract on the Sub-Processor, provided that if the Sub-Processor fails to fulfil its data protection obligations the Company shall remain fully liable to the Client for the performance of the relevant Sub-Processor's obligations. As at the Contract Start Date, the Sub-Processors authorised by the Client.

(f) assist the Client in ensuring compliance with the Client's security, data breach notification, impact assessment, and supervisory authority consultation obligations under Data Protection Legislation, taking into account the nature of processing and information available to the Company.

(g) maintain a written record of all categories of processing activities carried out on behalf of the Client, containing all information required under Data Protection Legislation, and make this record available on request to the Client or any relevant European Union or Member State supervisory authority (and/or its UK equivalent).

(h) on the Client's request, adhere to applicable code of conduct or certification method approved under the GDPR.

(i) take any further action and execute any further documents and amendments to this Contract as may, in the Client's reasonable opinion, be required to comply with Data Protection Legislation; and

(j) immediately inform the Client if it believes (i) any instruction given by the Client contravenes any Data Protection Legislation or (ii) any person falsely claiming to be the Client or falsely claiming to be authorised by the Client has or has attempted to give instructions in relation to the Personal Data.

26.6 The Company in its capacity as Processor shall notify the Client and shall procure that its Sub-Processors notify it and/or the Client:

(a) promptly and without undue delay of any requests received from a Data Subject exercising his or her rights under Data Protection Legislation and, taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures with fulfilling its obligations in respect of that Data Subject under Data Protection Legislation (including responding to any subject access requests or requests from a Data Subject for access to, rectification, erasure or portability of Personal Data relating to them);

(b) promptly and without undue delay of becoming aware of any actual, suspected or threatened loss, leak or unauthorised processing or disclosure of any Personal Data or any Personal Data Breach (including, without limitation, where any Personal Data is lost, corrupted or rendered unusable for whatever reason). The Company shall direct, in its sole discretion, any and all steps and measures taken to remedy a breach by the Company under Data Protection Legislation, including but not limited to any communications with regulatory bodies. The Company agrees not to act in any way upon such disclosure without the prior written consent of the Client, subject to applicable laws.

(c) promptly upon receipt of a notice from any Supervisory Authority, which relates directly or indirectly to the processing of Personal Data and shall cooperate on request with that Supervisory Authority.

26.7 In the event of any incident described in clause 26.6(b) above, the Company shall:

(a) promptly describe to the Client the steps the Company will take to restore any affected Personal Data (which shall include the use of its back up and/or disaster recovery procedures, at no cost to the Client).

(b) where reasonably practicable, take no action to remedy any such incident without first consulting the Client.

(c) promptly take such steps as the Client reasonably requires and implement any measures necessary to mitigate and contain the effects of and remedy the incident and to restore the security of the compromised Personal Data to the satisfaction of the Client.

(d) where applicable, restore the Personal Data and pay any reasonable and proper costs and expenses incurred by the Client in assisting the Company to remedy any such incident.

(e) cooperate with the Client in respect of any investigation and ongoing management of the incident and any consequences of it.

(f) support the Client to make any required notifications to the Supervisory Authority, any third party and/or affected Data Subjects following a notifiable incident.

26.8 The Company shall immediately notify the Client where:

26.9.1 it intends to change the location of where the Personal Data is processed (including stored and/or accessed from); and/or

26.9.2 subject to clause 26.10, it intends to move the Client's data (including but not limited to Personal Data) to a cloud system (other than those specified in clause 26.10).

26.9 The Company shall not and will ensure that its Sub-Processors shall not, transfer Personal Data outside of the European Economic Area or the UK, unless that transfer has been authorised in writing by the Client and is in accordance with the Data Protection Legislation.

26.10 On the expiry or termination of the Contract, the Company shall immediately cease to use, and shall procure that its agents and Sub-Processors cease to use, Personal Data and shall arrange for its safe return or destruction (at the Client's election) at the relevant time (unless European Union, member state and/or UK law requires storage of the Personal Data).

26.11 Notwithstanding any other provision of the Contract:

(a) any limitations on liability set out in the Contract shall not apply to the Company's liability to the Client for a breach of its obligations under this clause 26 that gives rise to the imposition of fines or damages on the Client under the Data Protection Legislation; and

(b) the Company shall indemnify the Client on demand and keep the Client indemnified fully at all times against all losses, liabilities, costs, claims, fines, damages, costs and expenses arising out of any failure by the Company or its employees, agents, sub-contractors or Sub-Processors to comply with this clause 26 and/or the Data Protection Legislation.

26.12 The Company shall notify the Client immediately of any breach by the Company, a Sub-Processor or sub-contractor, of the terms of this Contract.

26.13 The Company shall ensure that its employees, agents and subcontractors shall comply with the provisions of this clause 26 as if they were a party to this Contract.

27. CONFIDENTIALITY

27.1 The Company shall not, during the provision of the Services or at any time after, make use for its own purposes of, or disclose to any person (except as may be required by law), any information relating to the Client or the business of the Client obtained by the Company in the course of performing the obligations under the Services and/or this Contract, which is stated to be confidential or which by its nature is evidently confidential, including (without limitation) any information as to Users of the Services and their usage of it and any personal data transferred to the Company.

27.2 The Client shall not, during the Services or at any time after, make use for its own purposes, or disclose to any third party any documentation, programming or other material whatsoever used by the Company for the development or operation of the Services.

27.3 This Section shall not extend to information:

1. which was rightfully in the possession of the other Party prior to the commencement of the Services (other than where obtained during the course of business between the parties);
2. which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Section); or
3. which is trivial or obvious.

27.4 The Company shall upon expiry or termination of the Services and/or this Contract securely and permanently delete all confidential Client materials and information relating to the Client use of the Services (including any personal data transferred to it) after a 12 month's period - See Section, 19 Client Data.

28. ASSIGNMENT

The Client agrees not to assign or transfer these Services or any of its rights herein without the prior written consent of the Company.

29. RIGHTS OF THIRD PARTIES

No third parties shall have any rights under this Contract pursuant to the Contract (Rights of Third Parties) Act 1999.

30. CONFLICT OF TERMS

With the exception of pricing which is published on the Crises Control Commercial Proposal or as otherwise communicated to the Client in the event of any conflict between this Contract and information provided by Customer Support, a sales representative of the Company or other portions of the Company's Website, this Contract will control. In the event of any conflict or inconsistency between the Terms of Use (excluding the EULA) and the EULA, the Terms of Use (excluding the EULA) shall control to the extent of the conflict or inconsistency. For the avoidance of doubt, headings are for information only and do not alter the meaning of the sections to which they relate.



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