

Our terms

1. Definitions and Interpretation

The definitions and rules of interpretation contained in the Schedule 1 apply to these terms and conditions:

2. These Terms and Conditions

- 2.1 These are the terms and conditions on which we supply the Service and tell you who we are, how we will provide Service to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms and conditions, please contact us to discuss.
- 2.2 The Contract is the entire agreement between us in relation to your purchase of our provision of the Service to you. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and conditions and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

3 Information about us and how to contact us

- 3.1 We are ImpulsePay Limited, a company registered in England and Wales. Our company registration number is 04395570 and our registered office is at The Stables, Back St George's Terrace, Newcastle upon Tyne, NE2 2SU. Our registered VAT number is 796988525. We are registered as an External Lottery Manager ("ELM") with the Gambling Commission under Remote Operating Licence Number 058029-R-333796-001. The designated responsible persons are Christopher Newell and Paul Paterson.
- 3.2 You can contact us by telephoning our customer service team at 0333 4444 111 or by writing to us at hello@donr.com or The Stables, St George's Terrace, Newcastle upon Tyne, NE2 2SU.
- 3.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you signed up to receiving the Service from us as covered by these terms and conditions.

4 Our contract with you

Our acceptance of your order will take place when you accept these terms and conditions, at which point a Contract will come into existence between you and us.

5 Our rights to make changes

- 5.1 We may change the Service without notice to you to:
 - a) reflect changes in relevant laws and regulatory requirements; or
 - b) implement minor technical adjustments and improvements to the Service, for example to address a security threat.
- 5.2 We may update these terms and conditions from time to time for any reason provided we let you know of such update by way of email 30 days prior to the update coming into effect.
- 5.3 We may update or require you to update the Content within a reasonable period, provided that the Content shall always match the description we provided to you when the Service was requested.

6 Providing the Service

- 6.1 We shall use reasonable endeavours to provide the Service to you during the Term Duration subject to the terms of this Contract.
- 6.2 We shall use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week, except for planned and unscheduled maintenance. We shall use reasonable endeavours to provide as much notice to you as possible of such maintenance.
- 6.3 We shall carry out such reasonable risk assessments or due diligence relating to the provision of the Service as deemed necessary and may serve notice by email to you where such Assessments identify a breach of any regulatory provision or requirement of a Regulator, any law or code of practice or any internal policy or procedure of us or Regulator ("Assessments").
- 6.4 Where we provide reporting facilities as part of the Service. You agree and acknowledge that any reporting facility is estimated and as such, may not be accurate and should therefore not be relied upon.
- 6.5 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the software meet your requirements.
- 6.6 The Software may not be free of bugs or errors from time to time, and the existence of minor errors shall not constitute a breach of the Contract and the Service is provided "as is", "with all faults" and "as available".
- 6.7 To the maximum extent permitted by law, we make no representations, warranties or conditions express or implied about the quality of the Service or Software.
- 6.8 Where requested as part of the Service, we will provide a consumer care telephone number for all Supporters of yours using the Service. All calls to this telephone number will be handled by us unless you have specifically requested in writing to handle them.
- 6.9 We shall provide a facility for you to download and view all information relating to Supporters using the service.
- 6.10 We will never sell or rent the personal information of Supporters to any third parties.
- 6.11 Where we market the Service on your behalf, we undertake to:
- a) obtain all necessary permissions and rights to use the Content including in relation to all necessary intellectual property rights in the Content;
 - b) follow any reasonable guidelines issued by you; and
 - c) market the Service in accordance with all relevant laws, regulations, codes of practice and guidelines and to follow the CAP best practice code of conduct and the LCCP and ensure that no marketing of the Content is made to Supporters without prior consent of the Supporter.
- 6.12 We may have to suspend the Service to:
- a) deal with technical problems or make minor technical changes;
 - b) update the product to reflect changes in relevant laws and regulatory requirements;
 - c) where the intellectual property rights in respect of the content infringes or allegedly infringes the rights of a third party;
 - d) where we determine in our sole discretion or at the request of a Regulator or Network Operator(s) that you have or have threatened to breach any term of this Contract; or

- e) where we determine in our sole opinion that you have breached any legal obligation you have to a Supporters.

6.13 We will use reasonable commercial endeavours to contact you in advance to tell you we will be suspending supply of the Service unless the problem is urgent or an emergency.

7 Your obligations

7.1 You shall (in relation to the provision of the Service by us):

- a) co-operate (as requested by us) with us in all matters relating to the Service including but not limited to assistance in the creation of Marketing Publications;
- b) appoint throughout the Term Duration of the Contract a suitable and qualified representative in relation to the Service (your “Manager”);
- c) promptly provide such information as we may reasonably require, including all information required to enable us to complete any Assessments we consider necessary and ensure that such information is accurate; and
- d) obtain and maintain all necessary licences and consents and comply with all relevant legislation in respect of your use of the Service and its associated matters.

7.2 You undertake to:

- a) ensure that the Content complies with all applicable laws, regulations, licences, codes of practice and guidelines and obtain such regulatory permissions from the relevant regulatory bodies as may be necessary;
- b) follow all technical and other guidelines issued by us for the use of the Service;
- c) use the Software in accordance with all relevant laws, regulations, codes of practice and guidelines and to follow the Fundraising Regulator’s Code of Fundraising Practice, the Phone-paid Services Authority’s Code of Practice, the Committee of Advertising Practice (CAP) best practice code of conduct, the Gambling Commission LCCP and ensure that no marketing of the Content is made to Supporters without prior consent;
- d) comply with all applicable tax legislation and regulations and fully account for any VAT or other taxes that should be payable by you;
- e) ensure that no viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful is knowingly or carelessly introduced to or transmitted by or on behalf of you via the Content or otherwise;
- f) ensure that neither the Content nor the Payment or Service is being used fraudulently or illegally;
- g) provide any information or evidence reasonably requested by us in relation to your identity or to show your compliance with the above;
- h) ensure that where a Supporter is advised that their Payment will be used for a specific purpose, appeal or outcome, the Payment is used only for that specific purpose, appeal or outcome; and
- i) inform us immediately if you stop or are likely to stop being a registered charitable organisation in the United Kingdom for any reason whatsoever. Without affecting any other right or remedy available to it, we reserve the right to terminate this Contract on breach of this clause 12.3(d).
- j) Ensure that any Supporters approached by you are over 18 years of age and resident in England, Scotland or Wales.
- k) Ensure that all licences and registrations including but not limited to the Phone-paid Services Authority, Gambling Commission and/or your local authority remain up to date and in good

standing for the duration of this contract and to inform us immediately if this ceases to be the case.

- l) Ensure that at least 20% of the Proceeds of the Service is spent on your cause, as required by the Gambling Act 2005 to meet the requirements of a Society Lottery
- m) Ensure all marketing or promotional literature contains a statement that the service is for Supporters 18 years or older; resident of England, Scotland or Wales (which may be abbreviated to GB); and a link to <https://www.begambleaware.org/>

8 Intellectual Property Rights

8.1 In relation to the Service:

- a) we and our licensors shall retain ownership of all Intellectual Property Rights in the Services, excluding the Content;
- b) we grant you, or shall procure the direct grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the Term Duration of this Contract for the purpose of receiving and using the Services in its business; and
- c) You shall not sub-license, assign or otherwise transfer the rights granted in clause 8.1(b).
- d) You acknowledge and agree that the URL, short code, key words ('Bespoke Service Information') provided to you as part of the Service belongs to us and we reserve the right to withdraw and change such Bespoke Service Information where:
 - i. this Contract terminates or expires for any reason; and/or
 - ii. any or all the Bespoke Service Information has not been used for 6 months.

8.2 In relation to the Content, you:

- a) and your licensors shall retain ownership of all Intellectual Property Rights in the Content; and
- b) grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to provide the Service for the Term Duration of the Contract.

8.3 You:

- a) warrant that the receipt and use of the Content in the performance of this Contract by us, our agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- b) shall indemnify us in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim brought against us, our agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Contract of the Content.

9 Data Protection

The provisions of Schedule 2 shall apply in these terms and conditions.

10 Third Party Providers

You acknowledge that the Service may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with,

any such third-party website, or any transactions completed, and any contract entered by you, with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Service.

11 Fees and payment

- 11.1 In consideration of the provision of the Service by us, you shall pay to us a fee of 49% of the gross amount of the Proceeds.
- 11.2 You acknowledge and agree that the Fees will be deducted from the total Proceeds amount and payment of the Proceeds amount to you will be made in accordance with this clause 11.

Timescales

- 11.3 Payment made through the EE, o2 and Three networks will be paid to you monthly, 50 days after the end of the month in which the Payment took place (or the nearest Business Day).
- 11.4 Payments made through the Vodafone network will be paid to you monthly, dependant on when Vodafone receives payment from the Supporter. This will normally be 81 days after the end of the month in which the Payment took place (or the nearest Business Day), but in rare cases may be 180 days after the end of the month in which the Payment took place (or the nearest Business Day).
- 11.5 We may, without prejudice to any other rights it may have, set off any payment due from you to us against any payment due from us to you. Any payments of the Fees which you owe to us shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11.6 We reserve the right to amend payment days where payment from a Payment Processor to us is delayed, and such dates are estimates only and time for payment shall be not made of the essence.
- 11.7 Time for payment of the Fees by you to us shall be of the essence of the Contract.

Other Payment Terms

- 11.8 We shall not be obliged to make any payments to you where we have not received payment from a Payment Processor for the corresponding Payment by a Supporter.
- 11.9 If, in our sole opinion you have breached the Contract or your obligations to the Supporter, and as a consequence we have refunded Payment to the Supporter, we reserve the right to invoice you Fees in accordance with clause 11.1 for such refunds. We also reserve the right to invoice you the reasonable costs or charges incurred by us in investigating the breach and providing such refunds.
- 11.10 If so requested by a Payment Processor, Network Operator or Regulator, we shall be entitled to withhold any sum due to you. Where such sums exceed Fees due to you, we shall invoice you for the balance. Payment of such sums shall be due upon delivery of the invoice.
- 11.11 We reserve the right to increase the Fees after providing you with at least 45 days written notice of such proposed increases in advance of implementation.
- 11.12 All sums payable by you to us under the Contract shall become due immediately on its termination (howsoever that may occur), notwithstanding any other provision of the Contract.
- 11.13 Without prejudice to any other right or remedy that it may have, if you fail to pay us any sum due under this Contract on the due date:

- a) you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 0(a) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
- b) we may suspend all or part of the Service until payment has been made in full.

12 Term and termination

- 12.1 This Contract shall, commence on the Commencement Date and shall continue for the Initial Term and, thereafter, this Contract shall be automatically renewed for successive periods of 1 months (each a "Renewal Term") (the Initial Term and Renewal together the "Term Duration") unless otherwise terminated in accordance with this clause 12.
- 12.2 Either party may terminate this Contract, in writing, at least 30 days before the end of the Initial Term or any Renewal Term, in which case this Contract shall termination upon the expiry of the applicable Initial Term or Renewal Term.
- 12.3 Without affecting any other right or remedy available to us, we may terminate the Contract immediately at any time by writing to you if:
 - a) you fail to pay any amount due under this Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Service;
 - c) you do not comply with any one of your obligations in clause 7 (Your Obligations) of these terms and conditions within a reasonable time (but which shall be no less than 14 days) of the request to do so (if a request is applicable);
 - d) you are no longer a registered charitable organisation in the United Kingdom for any reason whatsoever;
 - e) the Charity Commission, other Regulator or Network Operator(s) impose any sanction on you or remove your charitable status;
 - f) there is a change of control of you (within the meaning of section 1124 of the Corporation Tax Act 2010); or
 - g) we determine in our sole opinion that you have breached any legal obligation you have to a Supporter.
- 12.4 Without affecting any other right or remedy available to us, we may terminate this Contract at any time without reason on 7 days written notice to you.
- 12.5 Without affecting any other right or remedy available to it, either party may terminate this Contract on 14 days written notice to the other party if:
 - a) the other party commits a material breach of any other term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - c) the other party becomes the subject of voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, administration, receivership or liquidation;

- d) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- e) the other party stops or threatens to stop carrying on its business or its financial position deteriorates to reasonably justify the opinion they cannot fulfil the obligations in this Contract.

13 **Obligation on termination and survival**

13.1 On termination or expiry of this Contract:

- a) You shall promptly and in any case within 2 Business Days pay us all our outstanding unpaid invoices and interest and, in respect of the Service supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt;
- b) all licences granted under this Contract shall immediately terminate and you shall immediately cease all use of the Services; and
- c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

13.2 Any provision of this contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.

13.3 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14 **Queries/Complaints**

If you have any questions or complaints about the Service, please contact us at: 0333 4444 111 or write to us at support@donr.com or The Stables, St George's Terrace, Newcastle upon Tyne, NE2 2SU.

15 **Our responsibility for loss or damage suffered by you**

15.1 Nothing in these terms and conditions shall limit or exclude either our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15.2 All terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

15.3 Subject to clause 15.1:

- a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us;
- b) we shall not be liable to you for the following types of losses: (i) loss of profits, (ii) loss of sales or business, (iii) loss of agreements or contracts, (iv) loss of anticipated savings, (v) loss of use or corruption of software, (vi) data or information, (vii) loss of or damage to goodwill and (viii) indirect or consequential loss; and
- c) our total liability to you for all other losses arising under or in connection with any contract between us, save for any loss caused as a result of us breaching clause 9 which shall be capped at £500,000, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Fees paid for the Service during the previous 3 months from when the breach occurred (or the Fees incurred since the Commencement Date where it has been in force for less than 3 months).

16 **Confidentiality**

- 16.1 Each party shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential, technical or commercial information of the other party unless required by law or a regulatory authority.
- 16.2 Each party may use, and disclose the other party's confidential information to its employees, officers, representatives or advisers who need to know such information, only for the purposes of carrying obligations under the Contract provided such people comply with this clause 16.

17 **Dispute resolution**

- 17.1 If any dispute arises in regarding the Contract, one of our directors and your Manager shall, within 14 Business Days of a written request from one party to the other, meet in good faith to resolve the dispute.
- 17.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (ADR Notice) to the other party requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR Notice.
- 17.3 No party may commence any court proceedings in relation to any dispute arising out of the Contract until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

18 **General terms**

- 18.1 We may transfer the Contract, our rights and obligations to another organisation. You will need our prior written consent to transfer your rights and obligations to anyone else.
- 18.2 This Contract is between you and us so nobody else has any rights under the Contract.
- 18.3 If a court finds part of the Contract illegal, the rest will continue in force.
- 18.4 Even if we delay in enforcing the Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.
- 18.5 We shall have no liability to you under this Contract if we are prevented from or delayed in performing our obligations under this Contract by something beyond our reasonable control, including strikes or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental

order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that we notify you of such an event and its expected duration.

- 18.6 The laws of England and Wales shall apply to this Contract and each party agrees that the courts of England and Wales shall have exclusive jurisdiction to deal with any dispute or claim arising out of or in connection with this Contract.

Schedule 1 – Definitions and Rules of Interpretation

The following definitions and rules of interpretation apply to these terms and conditions:

Additional Services: shall mean a service which is in addition and an additional cost to the Services.

Assessments: shall have the meaning given in clause 6.3.

Business Day: a day (other than a Saturday or Sunday or public holiday) when the banks in the City of London are open for business.

Commencement Date: shall mean the date in which you agreed to these terms and conditions.

Content: means all documents, information, items, images, text videos, audio and materials in any form whether owned by you or a third party, which are provided by you to us in connection with the Service.

Contract: shall mean a legally binding agreement which incorporates these terms and conditions.

Fees: the sums payable for the Services as detailed in clause 11.

Initial Term: a 3-month period starting from the Commencement Date.

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

LCCP: the Gambling Commission Licence Conditions and Codes of Practice

Lottery: shall mean the Donr Lottery at lottery.donr.com, for which the game rules for participation are available at <https://legal.donr.com/donr-lottery/rules/>

Marketing Publications: any advertisements, articles, press releases, news stories or other written pieces which we may publicise along with any Content to promote you and the Service which we provide you with

Network Operators: EE, O2, Three Mobile, Virgin, Vodafone and any of their associated mobile virtual network operators.

Regulator: Ofcom, the Phone-Paid Services Authority (PSA), the Charity Commission for England and Wales, the Charity Commission for Northern Ireland, the Office of the Scottish Charity Regulator, the Gambling Commission, the UK mobile network operators or such other official regulator from time to time appointed.

Renewal Term: the period detailed in clause 12.1.

Payment: a financial transaction made by the Supporter to us through the Service.

Proceeds: the gross amount payable by a Supporter.

Payment Processor: any banking institution, card payment processor, bank transfer intermediary, Network Operator or any other third party which operates in the process of Payments made by a Supporter being ultimately received by us.

Parties: ImpulsePay Ltd (ImpulsePay) and YOU (the Charity).

Service(s): means the provision, supply and maintenance of an online Lottery to the Charity which allows Supporters of the Charity to make a Payment to enter the Lottery using their mobile phone number and additionally the associated reporting and administration facilities related to the Lottery which are provided by ImpulsePay Ltd.

Software: the online software applications provided by us as part of the Service.

Supervisory Authority means any competent authority responsible for supervising compliance with applicable Data Protection Legislation.

Supporter: means any person who has paid the requisite amount to enable them to be entered into a draw of the Lottery and who shall be and continue to be a Supporter until we receive notification from the Supporter or the Charity that that person wishes to cease to be a Supporter or until the Supporter is automatically removed from the Lottery through non payment of the requisite amount.

Term Duration: has the meaning given in clause 12.1 (being the Initial Term and the Renewal Term) .

- 1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract. References to clauses are to the clauses in this Contract.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether having separate legal personality) and a reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.4 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.5 A reference to writing or written includes email.
- 1.6 A reference to "You" is you as the customer in receipt of the Service. A reference to "Us" or "Our" is us ImpulsePay as detailed at clause 3.1.

Schedule 2 – Data Protection

Agreed Purposes: to facilitate the processing of Payments and marketing of Lottery opportunities.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

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

Permitted Recipients: the parties to this Contract, the employees of each party, any third parties engaged to perform obligations in connection with this Contract.

Shared Personal Data: the personal data to be shared between the parties under this schedule of this Contract.

- 1.1. This schedule sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 1.2. **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Contract with immediate effect.
- 1.3. **Particular obligations relating to data sharing.** Each party shall:
 - a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - b) give full information to any data subject whose personal data may be processed under this Contract of the nature of such processing. This includes giving notice that, on the termination of this Contract, personal data relating to them may be retained by or transferred to one or more of the Permitted Recipients, their successors and assignees;
 - c) process the Shared Personal Data only for the Agreed Purposes;
 - d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

- e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Contract;
- f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- g) not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

1.4. **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- b) promptly inform the other party about the receipt of any data subject rights request;
- c) provide the other party with reasonable assistance in complying with any data subject rights request;
- d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
- e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Contract unless required by law to store the Shared Personal Data;
- h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- i) maintain complete and accurate records and information to demonstrate its compliance with this schedule; and
- j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the

joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

- 1.5. **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

Additional data protection obligations

- 1.6. You shall, at our request, promptly (and in any case no later than fifteen (15) Business Days after such request) provide:
- a) a record of all consents gathered from Supporters in connection with the Service. You shall retain details of any consents or opt-outs gathered from a Supporter in accordance with applicable Data Protection Legislation; and
 - b) a transparent and easily accessible privacy notice in accordance with Data Protection Legislation which contains sufficient information to ensure that any Supporter whose personal data is processed in connection with the Service is aware of the purpose and the extent to which both (i) you and (ii) we will process their personal data in connection with the Services. You shall ensure that our privacy notice shall be brought to a Supporter's attention, prior to the collection and use of their personal data in connection with the Service. You shall promptly provide a copy of your privacy notice on our request and will update the privacy notice with our reasonable suggestions where required to ensure compliance with Data Protection Legislation.
- 1.7. You shall ensure that:
- a) no unsolicited marketing is sent to Supporters at any time; and
 - b) the personal information of Supporters is never sold to or shared with any third parties under any circumstances unless requested in writing by the Supporter.
- 1.8. You undertake to use your reasonable endeavours to obtain all proper consents, including those relating to Data Protection Legislation, from any individuals associated with you that are included in the Content for any Service provided or Marketing Publications.