

Software Licence relating to the NAPPI PBS Cloud (“this Agreement”)

Agreed Terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Anniversary Date	means any anniversary of the Commencement Date
Charge	means the charge set out in Schedule 1 (Agreement Particulars) and payable by the Client to NAPPI each year under clause 4 (Charge), as may be varied from time to time by NAPPI in accordance with clause 4 (Charge)
Client	means as defined in Schedule 1 (Agreement Particulars)
Client Data	means any data, information or material that the Client or any User processes or creates in the course of using the Software
Commencement Date	means the date on which the Software is first made available by NAPPI for electronic access by the Client
Data Controller, Data Processor and Data Subject	have the respective meanings (or their corresponding equivalent meanings) set out in the applicable DP Legislation
DP Legislation	means The General Data Protection Regulation (Regulation (EU) 2016/679) (“ GDPR ”), the Data Protection Act 2018 and all other laws and regulations from time to time relating to the processing of personal data, including any which implement the GDPR or create broadly equivalent law in the United Kingdom
Domain Name	means www.pbscloud.co.uk or such other domain name as notified by NAPPI to the Client from time to time
Environmental Information Regulations	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations
FOIA	means the Freedom of Information Act 2000, and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation
FOI Legislation	means FOIA and the Environmental Information Regulations
Implementation Services	means the provision of one day’s online training to the Client’s Super User(s) on the date set out in Schedule 1

(Agreement Particulars) (or such other date as the parties may agree in writing)

Information

has the meaning given under section 84 of FOIA

Initial Term

means the period of 12 months beginning on the Commencement Date

Intellectual Property Rights

means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, 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 to protect the confidentiality of, confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered and including all applications for (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

NAPPI

means N.A.P.P.I. (UK) Limited, a company registered in England (number 03050134) whose registered office is at 64 Falsgrave Road, Scarborough, YO12 5AX and whose email address for the purposes of serving notices under this Agreement is info@pbscloud.co.uk

Open Source Software

means open source software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>)

Personal Data

has the meaning set out in the applicable DP Legislation and relates only to personal data, or any part of such personal data, in respect of which NAPPI is not the Data Controller and in relation to which NAPPI is providing services under this Agreement

Privacy and Cookies Statement

means the privacy and cookies statement set out in Schedule 4 (Privacy and Cookies Statement), as amended from time to time by NAPPI

Processing

has the meaning set out in the applicable DP Legislation and “**Process**” shall be construed accordingly

Request for Information

means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations

Services	means the Implementation Services, the Support Services and any other services set out in Schedule 1 (Agreement Particulars)
Site(s)	means those premises of the Client identified as the Site(s) for the purposes of this Agreement as set out in Schedule 1 (Agreement Particulars)
Software	means the software known as the NAPPI PBS Cloud, as more specifically described in the User Guide, including any and all modifications to, and updates, upgrades and new versions and releases of, such software in each case including all other works and material recorded and embodied in such software, including the audio and visual content in any screen displays in the user interface
Super User(s)	means the person(s) identified as the Client's Super User in Schedule 1 (Agreement Particulars), or such other person(s) whom the Client notifies NAPPI of in writing from time to time, such person(s) being the designated person(s) within the Client responsible for setting up and administering Users' accounts relating to the Software and training Users in respect of the use of the Software
Support Services	means the support services to be provided by NAPPI pursuant to this Agreement, as set out in Schedule 2 (Support Services)
Term	means the period of operation of this Agreement, which subject to earlier termination in accordance with its terms shall be the Initial Term and any subsequent period as set out in clause 10.1 (Duration and Termination) of this Agreement
Terms of Use	means the terms of use relating to the Software set out in Schedule 3 (Terms of Use), as amended from time to time by NAPPI, which form part of this Agreement, and in the event of any conflict or inconsistency between the main body of this Agreement and Schedule 3, the main body of this Agreement shall take precedence
User	means an employee of the Client to whom the Client shall have granted access to use the Software, which except where the context otherwise requires shall be deemed to include the Super User(s)
User Guide	means NAPPI's reference guide for the use of the Software
Working Day	means 9:00 am to 5:00 pm Monday to Friday in England, excluding official public holidays in England and Wales and all days during the period 23 December to 2 January in any year inclusive, and " Working Hours " shall be construed accordingly

Year means the period of 12 months beginning on the Commencement Date, each subsequent period of 12 months thereafter and any shorter period beginning on the Commencement Date or the day following the end of the last full Year during the Term and ending on the date that this Agreement is terminated (howsoever caused)

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 Unless the context otherwise requires:
- 1.3.1 words in the singular shall include the plural and in the plural shall include the singular;
- 1.3.2 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.3.3 a reference to one gender shall include a reference to the other genders; and
- 1.3.4 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 In the case of conflict or ambiguity between any provision contained in the clauses of this Agreement and any provision contained in the Schedules, the following order of precedence shall apply to the extent of the conflict or ambiguity: Schedule 1; the main body of this Agreement; Schedule 2; Schedule 3; Schedule 4.
- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.7 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

2. Delivery and Acceptance

- 2.1 NAPPI shall make the Software available electronically to the Client via the Domain Name, such access to be granted by NAPPI on or as soon as reasonably practicable after the date that this Agreement has been signed by both parties.
- 2.2 Subject to clause 2.3, NAPPI shall create, and provide to each Super User, a user name and password for the Software. NAPPI shall have no obligation to create or provide a user name or password for anybody associated with the Client other than the Super User(s).
- 2.3 The Client shall provide NAPPI with such evidence as NAPPI may require to verify that each Super User is an employee of the Client prior to NAPPI creating a user name and password for that Super User pursuant to clause 2.2 above.
- 2.4 The Client warrants that each Super User is a responsible person and the Client shall procure that:
- 2.4.1 each Super User keeps their user name and password secure and confidential and does not disclose either to or share either with any other User or any third party;

2.4.2 each Super User shall, upon:

- (a) first knowing or suspecting that anyone other than that Super User or NAPPI knows that Super User's user name or password for the Software; or
- (b) forgetting their user name and/or password for the Software,

in each case promptly notify NAPPI at info@pbscloud.co.uk; and

2.4.3 each Super User acknowledges and agrees that they are responsible for all activity carried out using the Software that arise from the use of that Super User's user name and password, whether or not such use is authorised by that Super User,

and the Client acknowledges and agrees that NAPPI may disable any Super User's user name and password, whether allocated by NAPPI or chosen by the Client or that Super User, at any time without notice if in NAPPI's reasonable opinion there has been a breach of this clause 2.4 or of clause 2.5 below by the Client.

2.5 The Client shall, via the Super User(s), be responsible for creating user names and passwords for all other Users and for administering their related user accounts on the following basis:

2.5.1 the Client shall procure that each User has, prior to being provided with a user name and password, seen the Privacy and Cookies Statement and the Terms of Use and provided acknowledgement that their personal data will be processed by NAPPI as set out in the Privacy and Cookies Statement;

2.5.2 where NAPPI requires that any User's user account for the Software is disabled pursuant to clause 2.4 or otherwise in connection with such User ceasing to be employed by the Client or failing to comply with the Terms of Use, the Client shall procure that such person shall no longer have access to the Software;

2.5.3 the Client shall procure that each User shall only be permitted to have one user account for the Software at any particular time; and

2.5.4 the Client shall procure that, upon any User ceasing to be employed by the Client or any User failing to comply with the Terms of Use, such User's user account is disabled immediately.

3. Licence

3.1 In consideration of the Client paying the Charge to NAPPI, NAPPI shall:

3.1.1 grant to the Client a non-exclusive and non-transferable licence for the Term to use the Software at the Site(s) only;

3.1.2 use reasonable endeavours to make the Software available for use by the Client during the Term;

3.1.3 provide the Client with electronic access to the User Guide; and

3.1.4 provide the Services,

in each case in accordance with the terms of this Agreement.

3.2 The Client acknowledges and agrees that:

- 3.2.1 for the purposes of clause 3.1, use of the Software by the Client shall be restricted to:
- (a) use (including printing) of the Software by the Client in object code form only for the purpose of processing the Client's data for the normal business purposes of the Client (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Client); and
 - (b) permitting Users to access (including printing) the Software in object form only for the purpose of processing the Client's data for the normal business purposes of the Client;
- 3.2.2 the Client's and the Users' access to the Software shall be by way of remote electronic access only;
- 3.2.3 neither the Client or any User may use the Software other than as specified in this Agreement without the prior written consent of NAPPI, and the Client acknowledges that additional fees may be payable on any change of permitted use approved by NAPPI;
- 3.2.4 neither the Client or any User has any right (or shall permit any third party) to:
- (a) copy, adapt, translate, make alterations to or modifications of, reverse engineer, decompile, disassemble, modify, create derivative works from, or make error corrections to, the Software in whole or in part; or
 - (b) permit the Software or any part of it to be combined with, or become incorporated in, any other website or software,
- in each case except to the extent permitted by law; and
- 3.2.5 neither the Client or any User may make any copy of the User Guide (including but not limited to any electronic or hard copy) without NAPPI's prior written consent,
- and the Client shall procure that all Users comply with the provisions of this clause 3.2.
- 3.3 The Client may not, and shall procure that no User shall, use any information provided by NAPPI or obtained by the Client or any User during any reduction permitted under clause 3.2.4 to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 3.4 The Client shall not, without the prior written consent of NAPPI:
- 3.4.1 sub-license, assign or novate the benefit or burden of this Agreement in whole or in part;
 - 3.4.2 allow the Software to become the subject of any charge, lien or encumbrance; or
 - 3.4.3 deal in any other manner with any or all of its rights and obligations under this Agreement.
- 3.5 Subject to clause 6.6.3, NAPPI may at any time sub-license, sub-contract, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 3.6 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 3.7 Notwithstanding clauses 5 (Confidentiality and Publicity) and 6.6.3, a party assigning any or all of its rights under this Agreement may disclose to a proposed assignee any information in its possession

that relates to this Agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment.

3.8 The Client shall:

3.8.1 ensure that the Software is accessed only by Users who have received appropriate training from a Super User to use the Software, only using equipment which satisfies the required specifications set out in the User Guide;

3.8.2 keep a complete, accurate and up-to-date record of the number of user accounts granted to Users pursuant to this Agreement, and produce such record to NAPPI on request from time to time;

3.8.3 and shall procure that each User shall:

(a) only use the Software in compliance with this Agreement (including the Terms of Use);

(b) not provide or make available in any form, the Software in whole or in part, to any person other than as permitted by this Agreement;

(c) ensure that any photographs of injuries which they upload using the Software are uploaded in accordance with the Client's own policies and procedures governing such actions (a copy of which such policies and procedures the Client agrees to provide to NAPPI upon request);

(d) without prejudice clause 3.2 above:

(i) keep all electronic and physical copies of the Software secure; and

(ii) not reproduce all or any part of the Software (including printing any part of the Software or any document created using the Software) without proper attribution to NAPPI, or without including NAPPI's copyright notice or any other notices NAPPI may require, as notified by NAPPI from time to time;

3.8.4 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and the Services and shall promptly notify NAPPI in the event that the Client becomes aware of any such unauthorised access or use; and

3.8.5 pay, in respect of broadening the scope of the licences granted under this Agreement to permit any unauthorised or excessive use pursuant to clause 3.8.4, an amount equal to the charges which NAPPI would have levied (in accordance with NAPPI's normal commercial terms then current) had NAPPI licensed any such excessive or unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 4.5.1 (Charge), from such date to the date of payment.

3.9 The Client shall permit NAPPI to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being used, and have access to any records kept in connection with this Agreement, for the purposes of ensuring that the Client is complying with the terms of this Agreement, provided that NAPPI provides reasonable advance notice to the Client of such inspections, which shall take place at reasonable times.

3.10 The Client shall not, and shall procure that no User shall, use the Software or any of the Services to access, store, distribute or transmit any:

- 3.10.1 viruses, worms, Trojan horses or any other file or program that is designed to disrupt, damage or limit the functioning of any software or hardware equipment;
- 3.10.2 material which is unlawful, harmful, threatening, inaccurate, defamatory, abusive, offensive, pornographic, racist, sexist, threatening, vulgar, obscene, hateful, violent, promotes illegal activity or is otherwise inappropriate or which will constitute a criminal offence or give rise to civil liability or which may cause offence in relation to sexual orientation, age, nationality, religious belief, marital status, disability or working status; or
- 3.10.3 material which is protected by confidentiality, copyright, trade mark, database right or other proprietary right without the express permission of the third party owner.
- 3.11 Where reasonably required by NAPPI (a) in order for NAPPI to be able to comply with its obligations under this Agreement or (b) in connection with any actual or potential breach of this Agreement by the Client, in each case the Client shall (within a reasonable period following request by NAPPI) provide NAPPI with related examples of the use which the Client and the Users are making of the Software.
- 3.12 NAPPI shall be entitled to monitor the use of the Software in respect of each Super User's user account and all user accounts granted by the Client to Users for the purposes of establishing that the Client, each Super User and the Users are complying with this Agreement (including but not limited to the Terms of Use), developing NAPPI's systems and services and creating anonymised reports based on the Users' usage of the Software.

4. Charge

- 4.1 The Charge for each Year shall be paid in advance by the Client in accordance with clause 4.2 below.
- 4.2 NAPPI shall issue an invoice to the Client in respect of each Year's Charge on or around the first day of the relevant Year. All invoices issued by NAPPI under this Agreement shall be paid by the Client without set-off, withholding or deduction no later than 30 days from the date of the relevant invoice from NAPPI.
- 4.3 All sums payable under this Agreement are exclusive of VAT and any relevant local sales taxes, for which the Client shall be responsible and shall pay to NAPPI in addition at the prevailing rate.
- 4.4 NAPPI shall be entitled to amend the Charge by giving the Client not less than 60 days' written notice, such notice to expire on an Anniversary Date. If the Client is not willing to accept the amendment to the Charge the Client shall be entitled to terminate this Agreement with effect from the next Anniversary Date by giving NAPPI not less than 30 days' written notice to expire on the next Anniversary Date. If the Client does not give such notice to NAPPI, this Agreement shall continue in accordance with its terms and the amended Charge will come into effect on the next Anniversary Date.
- 4.5 Without prejudice to any other right or remedy of NAPPI under this Agreement, if the Client fails to make any payment due to NAPPI under this Agreement by the due date for payment, NAPPI shall be entitled to exercise any or all of the following rights:
 - 4.5.1 charge interest on the overdue amount at the rate of 5% per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and
 - 4.5.2 to suspend the Client's access to the Software (including for the avoidance of doubt any Client Data stored using the Software) and NAPPI's provision of the Services until payment in full of

the relevant sum and any interest due in accordance with clause 4.5.1 has been received in cleared funds by NAPPI; and

4.5.3 in the event that the Client fails to make any payment due to NAPPI within 30 days of the due date for payment, NAPPI shall be entitled to terminate this Agreement immediately by giving the Client written notice.

4.6 In the event that NAPPI is required to issue proceedings against the Client in order to recover any overdue sums payable by the Client under this Agreement, the Client shall indemnify NAPPI on demand in respect of any costs and expenses incurred by NAPPI in relation to such proceedings (including but not limited to legal fees).

5. Confidentiality and Publicity

5.1 Each party shall, during the Term and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority), any information of a confidential nature (including trade secrets, information of commercial value and information relating to the business and affairs of the other party) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party, or where required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction.

5.2 The Client agrees that NAPPI shall be entitled to publicise the fact that NAPPI has entered into this Agreement with the Client, which shall include but not be limited to NAPPI being permitted to refer to the Client's name in any public announcements and discussions with prospective clients.

6. Warranties

6.1 NAPPI warrants that:

6.1.1 it shall provide the Services with reasonable care and skill; and

6.1.2 the Software will possess materially the same functionality as set out in the User Guide for a period of 90 days from the Commencement Date (the "**Warranty Period**"). Subject to clause 6.2, if within the Warranty Period the Client notifies NAPPI in writing of any defect or fault in the Software in consequence of which the Software fails to possess materially the same functionality as set out in the User Guide, NAPPI shall, at NAPPI's option, do one of the following:

(a) repair the Software;

(b) replace the Software; or

(c) terminate this Agreement by giving notice in writing to the Client and refund any part of the Charge paid by the Client in respect of the Year of termination as at the date of termination (less a pro rata sum in respect of the portion of that Year falling prior to the date of termination) upon the Client's access to the Software being removed,

provided that, as soon as reasonably practicable, the Client shall give NAPPI notice of any breach of either warranty contained in clauses 6.1.1 and 6.1.2 above and supply NAPPI with all information reasonably required by NAPPI in order for NAPPI to resolve the issue, including but not limited to a

documented example of any defect or fault or sufficient information to enable NAPPI to re-create the defect or fault.

6.2 The warranty in clause 6.1.2 above shall not apply to any defect or failure which arises wholly or partly as a result of:

6.2.1 the Client, any User or anyone acting with the authority of the Client, having amended the Software or used the Software negligently, other than in accordance with the terms of this Agreement or for a purpose or in a context other than the purpose or context for which the Software was designed or in combination with any other software not provided by NAPPI; or

6.2.2 the Software being operated by any User who has not received appropriate training from a Super User in the use of the Software; or

6.2.3 the Software being accessed using or in connection with equipment or products which have not been provided or approved by NAPPI, which are not suitably configured or which do not have up-to-date anti-virus software installed upon them; or

6.2.4 the use of a non-current release of the Software.

6.3 Without prejudice to NAPPI's obligations under Schedule 2 of this Agreement, NAPPI does not warrant that the use of the Software will be uninterrupted or error-free and the Client acknowledges and agrees that NAPPI shall have no liability in the event that any interruptions or errors occur or any of NAPPI's systems, servers and equipment from time to time become inoperative or only partly operational as a consequence of mechanical breakdown, maintenance, hardware or software upgrades or faults in communication systems (including but not limited to the Internet).

6.4 The Client acknowledges and agrees that:

6.4.1 it shall keep a back-up, in accordance with best practice and for the Client's convenience only, of all reports generated using the Software by Users and any other software and databases that the Client uses in conjunction with the Software;

6.4.2 it shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of any Client Data;

6.4.3 it shall be the Data Controller of, and (subject to clause 6.6) shall have sole responsibility for compliance with the applicable DP Legislation in respect of, all Client Data (including for the avoidance of doubt the responsibility for ensuring that Client Data is only uploaded to the Software with the relevant Data Subject's appropriate consent or where such uploading is otherwise permitted by law);

6.4.4 all information (including but not limited to Client Data) that it has or will provide to NAPPI pursuant to this Agreement is complete and accurate, and that NAPPI shall not be liable for any defect or failure in relation to the Software or the Services which results directly or indirectly from the Client providing incomplete or inaccurate information; and

6.4.5 it shall procure that its Users, agents and contractors at all times treat NAPPI's employees in a professional and appropriate manner and in accordance with all relevant legislation. Any failure of the Client to comply with this clause 6.4.5 shall constitute a material breach of this Agreement.

6.5 The Client and NAPPI acknowledge that for the purposes of the applicable DP Legislation, NAPPI is a Data Processor in respect of any Personal Data.

- 6.6 NAPPI shall:
- 6.6.1 process the Personal Data only for the purposes of performing NAPPI's obligations under this Agreement and only in accordance with the Client's lawful written instructions from time to time, including with regard to transfers of the Personal Data outside the European Economic Area or to an international organisation (unless required to do so by any United Kingdom, European Union or EU member state law to which NAPPI is subject; in such a case NAPPI shall inform the Client of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest);
 - 6.6.2 keep the Personal Data confidential, disclose and permit access to the Personal Data only to those of NAPPI's employees who need to have such access to perform NAPPI's obligations in this Agreement, and procure that such employees are subject to and abide by such confidentiality obligation;
 - 6.6.3 not disclose, or sub-contract the Processing of, the Personal Data to any third party including but not limited to businesses associated with NAPPI or any of NAPPI's principals, without the Client's prior written consent (and the Client hereby consents to NAPPI subcontracting the hosting of the Software to a third party). Where the Client provides such consent to disclosure or sub-contracting, NAPPI shall first procure from such third party obligations concerning the security and processing of the Personal Data in a form which shall include the obligations and restrictions contained in this clause 6.6. Where NAPPI subcontracts its obligations under this Agreement to a third party, NAPPI shall remain fully liable to the Client for the performance of that third party's data protection obligations;
 - 6.6.4 provide the Client with copies of the Personal Data as the Client may reasonably request from time to time;
 - 6.6.5 assist the Client as the Client may reasonably request from time to time, by using appropriate technical and organisational measures, insofar as that is possible, for the fulfilment of the Client's obligations to respond to requests made by Data Subjects under applicable DP Legislation;
 - 6.6.6 make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this clause 6.6 and applicable DP Legislation, and allow for and contribute to audits including inspections conducted by the Client or another auditor mandated by the Client. NAPPI shall inform the Client if, in NAPPI's opinion, an instruction infringes applicable DP Legislation or any other UK, European Union or EU member state's data protection provisions to which the Client is subject;
 - 6.6.7 comply with applicable DP Legislation and take all measures, including but not limited to appropriate technical and organisational measures, required by applicable DP Legislation (including but not limited to articles 32 to 36 of the GDPR) and all associated primary and secondary legislation when processing the Personal Data;
 - 6.6.8 assist the Client in ensuring compliance with the Client's security obligations set out in applicable DP Legislation, taking into account the nature of the Processing and the information available to NAPPI; and
 - 6.6.9 notify the Client without undue delay in the event that NAPPI breaches any part of this clause 6.6.
- 6.7 The Client acknowledges that any Open Source Software provided by NAPPI is provided "as is" and expressly subject to the disclaimer in clause 6.8.

6.8 All other conditions, warranties, obligations or terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the fullest extent permitted by law, including but not limited to the implied conditions, warranties and other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

7. Limits of Liability

7.1 Except as expressly stated in clause 7.2:

7.1.1 NAPPI shall not in any circumstance have any liability for any loss or damage which may be suffered by the Client (or any person claiming under or through the Client) arising under or in connection with this Agreement, whether the same is suffered directly or indirectly or is immediate or consequential, and whether the same arises in contract, tort (including negligence), breach of statutory duty or otherwise, which falls within any of the following categories:

- (a) special damage even if NAPPI was aware of the circumstances in which such special damage could arise;
- (b) loss of profit;
- (c) loss of anticipated savings;
- (d) loss of business opportunity;
- (e) loss of goodwill;
- (f) pure economic loss;
- (g) loss, corruption, destruction or failure to store any data (including but not limited to Client Data);
- (h) any indirect or consequential loss, costs, damages, charges or expenses (including but not limited to lost time of employees, consultants or directors),

provided that this clause 7.1.1 shall not prevent any claim for loss of or damage to the Client's tangible property that falls within the terms of clause 7.1.2 or any other claim for direct financial loss that is not excluded by any of clauses 7.1.1(a) to 7.1.1(h) above; and

7.1.2 the total liability of NAPPI in respect of any and all claims made in any Year, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, debt or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equal to 150% of the amount of Charge paid or payable by the Client in respect of the relevant Year.

7.2 The exclusions in clause 6.8 (Warranties) and clause 7.1 shall apply to the fullest extent permissible at law, provided that nothing in this Agreement shall limit or exclude either party's liability for:

7.2.1 death or personal injury caused by that party's negligence or the negligence of that party's officers, employees, contractors or agents;

7.2.2 fraud or fraudulent misrepresentation;

- 7.2.3 breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 7.2.4 any other liability which may not be excluded by law.
- 7.3 All dates supplied by NAPPI for the supply of the Software and the provision of the Services shall be treated as approximate only. NAPPI shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.
- 7.4 All references to "NAPPI" in this clause 7 shall, for the purposes of this clause and clause 16 (Third Party Rights) only, be treated as including all employees, subcontractors and suppliers of NAPPI, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 16 (Third Party Rights).
- 7.5 The Client acknowledges and agrees that the Software has not been developed to meet the individual requirements of the Client or any User, and that it is the Client's responsibility to ensure that the Software meets the requirement of the Client and the Users.

8. Intellectual Property Rights

- 8.1 The Client acknowledges that all Intellectual Property Rights in the Software and the User Guide, including any maintenance releases for the Software supplied by NAPPI as part of the Support Services, belong and shall belong to NAPPI or the relevant third party owner (as the case may be), and that the Client shall have no rights in or to the Software or the User Guide other than the right to use the Software and the User Guide in accordance with the terms of this Agreement.
- 8.2 Subject to clauses 8.3 to 8.5 inclusive below, NAPPI undertakes at its own expense to defend the Client or, at NAPPI's option, settle any claim or action brought against the Client alleging that the Client's possession or use of the Software (or any part thereof) in accordance with the terms of this Agreement infringes the UK Intellectual Property Rights of a third party ("**Claim**") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Client as a result of or in connection with any such Claim. For the avoidance of doubt, this clause 8.2 shall not apply where the Claim in question is attributable to the possession or use of the Software (or any part thereof) by the Client or any User other than in accordance with the terms of this Agreement, the use of the Software in combination with any hardware or software not supplied or specified by NAPPI if the infringement would have been avoided by the use of the Software not so combined, or the use of a non-current release of the Software.
- 8.3 If any third party makes a Claim, or notifies an intention to make a Claim against the Client, NAPPI's obligations under clause 8.2 are conditional on the Client:
 - 8.3.1 promptly giving written notice of the Claim to NAPPI, specifying the nature of the Claim in reasonable detail;
 - 8.3.2 giving NAPPI the sole authority to defend or settle the Claim and not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of NAPPI;
 - 8.3.3 giving NAPPI and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Client, so as to enable NAPPI and its professional advisers to examine them and to take copies (at NAPPI's expense) for the purpose of assessing the Claim; and

8.3.4 taking such action and providing such assistance as NAPPI may reasonably require to avoid, dispute, compromise or defend the Claim.

8.4 If any Claim is made, or in NAPPI's reasonable opinion is likely to be made, against the Client, NAPPI may at its sole option and expense:

8.4.1 procure for the Client the right to continue to use the Software (or any part thereof) in accordance with the terms of this Agreement;

8.4.2 modify the Software so that it ceases to be infringing;

8.4.3 replace the Software with non-infringing software; or

8.4.4 terminate this Agreement immediately by giving notice in writing to the Client and refund any part of the Charge paid by the Client in respect of the Year of termination as at the date of termination (less a pro rata sum in respect of the portion of that Year falling prior to the date of termination) upon the Client's access to the Software being removed,

provided that if NAPPI modifies or replaces the Software, the modified or replacement Software shall comply with the warranties contained in clause 6.1 (Warranties) and the Client shall have the same rights in respect thereof.

8.5 The remedies set out in this clause 8 shall constitute the Client's exclusive remedies, and NAPPI's only liability, in respect of Claims and, for the avoidance of doubt, are subject to clause 7.1 (Limits of Liability).

9. Freedom of Information

9.1 In the event that the Client is subject to the requirements of the FOI Legislation, NAPPI shall, upon reasonable request by the Client, assist and co-operate with the Client (at the Client's expense) to enable the Client to comply with its obligations under the FOI Legislation.

9.2 If the Client receives a Request for Information which relates to Information held by NAPPI:

9.2.1 the Client shall notify NAPPI as soon as reasonably practicable after receipt of the Request for Information;

9.2.2 NAPPI shall provide the Client with a copy of all Information in its possession or power in the form that the Client reasonably requires within seven days (or such other period as the Client may reasonably specify) of the Client requesting that Information; and

9.2.3 NAPPI shall provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations.

9.3 NAPPI shall be permitted to make representations to the Client regarding any Information requested under a Request for Information of the nature referred to in clause 9.2.1 as to any Information relating to NAPPI in respect of which NAPPI considers a statutory exemption to disclosure may apply. The Client shall, acting reasonably, consider any such representations provided that the Client shall be responsible for determining at its absolute discretion whether any Information:

9.3.1 is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations; and

9.3.2 is to be disclosed in response to a Request for Information.

10. Duration and Termination

- 10.1 This Agreement shall come into force on the date that it has been signed by both parties and, subject to the rights of earlier termination contained in this Agreement, continue in force until the end of the Initial Term and shall continue thereafter unless and until terminated by either party giving to the other party not less than 30 days' written notice of termination, such notice to expire on any day falling immediately before an Anniversary Date.
- 10.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 10.2.1 the other party commits a material breach of any term of this Agreement (other than a breach by the Client of its obligations under clause 4 (Charge)) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 10.2.2 the other party is unable to pay its debts as they fall due, or the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors, or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party, or an application is made to court, or an order is made, for the appointment of an administrator or a notice of intention to appoint an administrator is filed or an administrator is appointed in respect of the other party, or a floating charge holder over the assets of the other party has become entitled to appoint or has appointed an administrative receiver, or a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party, or a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days, or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which the other party is subject that has an effect equivalent or similar to any of the events mentioned in this clause 10.2.2; or
- 10.2.3 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 10.3 NAPPI may terminate this Agreement without prejudice to its other rights and remedies forthwith by notice in writing to the Client if there is a change in the ownership or control of the Client to which NAPPI has not previously given written consent.
- 10.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect, which for the avoidance of doubt shall include clauses 1 (Interpretation), 5 (Confidentiality and Publicity), 6.4 (Warranties), 7 (Limits of Liability), 9 (Freedom of Information), 10.6 (Duration and Termination), 18 (Force Majeure) and 19 (Notices) shall continue in force after termination of this Agreement.
- 10.5 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed on or before the date of termination.
- 10.6 On termination of this Agreement for any reason:

- 10.6.1 all rights granted to the Client under this Agreement shall cease;
- 10.6.2 the Client shall cease all activities authorised by this Agreement (including but not limited to using the Software and the User Guide);
- 10.6.3 the Client shall immediately pay to NAPPI any sums due to NAPPI under this Agreement;
- 10.6.4 without prejudice to clause 10.6.5 but subject to the Client's compliance with clause 10.6.3, NAPPI shall make available to the Client an electronic file containing the Client Data within 30 days of termination upon request by the Client;
- 10.6.5 NAPPI shall, at the choice of the Client, delete or return to the Client all Personal Data held by NAPPI (and delete existing copies) unless any United Kingdom, European Union or EU member state law requires storage of such Personal Data by NAPPI; and
- 10.6.6 the Client shall immediately destroy or return to NAPPI (at NAPPI's option) any copies of the User Guide then in its possession, custody or control and, in the case of destruction, certify to NAPPI that it has done so.

11. Escalation

Without prejudice to the rights and remedies of either party pursuant to this Agreement or by law, the parties agree in the first instance to attempt to resolve any dispute in relation to this Agreement by good faith negotiations between a Director of each party within 10 days of request from either party.

12. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13. Entire Agreement

- 13.1 This Agreement, the Schedules and any documents annexed as appendices to this Agreement or otherwise referred to herein together constitute the entire agreement and understanding between the parties relating to the subject matter hereof and supersede all prior oral or written agreements understandings or arrangements between the parties relating to that subject matter.
- 13.2 Each party acknowledges that in entering into this Agreement it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly provided herein and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

14. Variation

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

15. Severance

- 15.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

Any modification to or deletion of a provision or part-provision under this clause 15.1 shall not affect the validity and enforceability of the rest of this Agreement.

- 15.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. Third Party Rights

- 16.1 NAPPI and the entities referred to in clause 7.4 (Limits of Liability) may enforce the terms of clause 6 (Warranties) and clause 7 (Limits of Liability).

- 16.2 Except as provided in clause 16.1, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

17. No Partnership or Agency

- 17.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.

- 17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18. Force Majeure

- 18.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event.

- 18.2 For the purposes of this Agreement, a "**Force Majeure Event**" shall be any event, circumstance or cause beyond the reasonable control of either party, including but not limited to acts of God, fire, flood, natural disaster, accidents, strikes or lockouts (including those affecting that party's employees), insurrection, riots, embargos, container shortages, act of terrorism, unauthorised use or access to NAPPI's IT system (including but not limited to hacking), wreck or delay in transportation, inability to obtain supplies, failure by a supplier, failure of electrical power, internet, public or private telecommunications networks or electrical circuitry, and the action of any civil or military authority.

- 18.3 In the event that either party is prevented or delayed in performing any of its obligations under this Agreement due to a Force Majeure Event, that party's time for performance of the relevant obligation shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months or more, the party not affected by the Force Majeure Event may terminate this Agreement immediately by giving written notice to the affected party.

19. Notices

- 19.1 Except as more specifically provided in clause 2.4.2 above, any notice given by either party under or in connection with this Agreement shall be in writing and shall be served by sending the same by hand, by pre-paid recorded delivery post or (subject to clause 19.3) email to the address of the other party as set out in this Agreement or to such other address as that party may have previously notified the party giving notice as its address for service.

- 19.2 Subject to clauses 19.3 and 19.4, any notice shall be deemed to have been received:

- 19.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 19.2.2 if sent by pre-paid recorded delivery post, at 9.00 am on the second Working Day after posting or, if earlier, at the time recorded by the delivery service; or
- 19.2.3 if sent by email, on the day it was sent where it was sent on a Working Day, and otherwise on the next Working Day, in each case provided that no related delivery failure message is received by the sender before the end of the relevant Working Day.

19.3 Any notice of termination cannot be served by email or any other electronic means.

19.4 This clause 19 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. Governing Law and Jurisdiction

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

20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date that it has been signed and dated by both parties.

We, the Client named in Schedule 1 (Agreement Particulars), accept and agree to be bound by the terms of this Agreement.

Signed by a Director duly authorised for and on behalf of the Client

.....

Date

.....

Signed by a Director duly authorised for and on behalf of N.A.P.P.I. (UK) Limited



.....

Date

.....

Schedule 1

Agreement Particulars

Client name	[insert]
Client company registration number (if applicable)	[insert]
Client address	[insert]
Site(s)	[insert - including the main client address if the Software will be accessed from that address]
Client email address	[insert]
Charge	[insert]
Super User details	[insert name, job title and email address of Super User (including any other details required by NAPPI in relation to the Super User, and (where applicable) setting out details of the Super User for individual sites)]
Date of Super User training (as part of the Implementation Services)	[insert]
Additional services (if applicable)	[insert - if there will not be any additional services, this should say "N/A"]

Schedule 2

Support Services

1. NAPPI shall provide the following support in respect of the Software:
 - 1.1 logging and management of requests for technical support from Users and the Client based on Urgency Levels (see paragraph 3 below);
 - 1.2 scheduled maintenance upgrades to the Software where necessary (at no additional charge);
 - 1.3 access to NAPPI's email support helpdesk (support@pbscloud.co.uk) for Users to make requests for technical support in respect of the Software;
 - 1.4 support with 'How do I?' type issues - answering general queries, account-related requests - where those issues cannot reasonably be resolved internally by the Client; and
 - 1.5 providing any additional training which NAPPI agrees to provide to the Client or any User which is outside the scope of the Implementation Services.

Service Levels

2. The Software shall be supported on the following basis:
 - 2.1 Support for Users in relation to 'How do I?' type issues (such as general queries and account-related requests) shall be provided by the Client and should be directed to a Super User. The Client (via a Super User) shall resolve basic questions and enquiries from Users internally. The Client may contact NAPPI via NAPPI's email support helpdesk where the Client cannot reasonably resolve the relevant issue internally.
 - 2.2 Technical queries from Users (e.g. regarding bugs or underlying issues in the Software) shall be handled by NAPPI, and the Client should contact NAPPI via NAPPI's email support helpdesk where the Client reasonably suspects there is a bug or underlying issue with the Software.
 - 2.3 The Client shall procure that Users log all requests for technical support with NAPPI via NAPPI's email support helpdesk. The Client should procure that Users include details of the problem and a screenshot where appropriate.
3. Any issues identified by or following a technical query will be allocated an Urgency level by NAPPI on the basis set out in the table below. The table also shows Response Times, which are defined as:

Response Time: NAPPI will aim to respond to the initial request for support from the Client within the response time indicated in the table below. That response will either be via email or telephone and will be an acknowledgement of the issue and confirmation that work to resolve it has started. Nothing in this Agreement shall guarantee that any request for support shall be resolved within any of the Response Times set out below.

Urgency Level	Definition	Response Time
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Critical	<p>The Software does not function and a solution is needed.</p> <p>Indicators include:</p> <ul style="list-style-type: none"> • High visibility • Large number of Users affected • Major component not available for use (for all Users) • Many or major data lost • Major loss of functionality in Software 	1 Working Hour
High	<p>A serious problem with the Software which, whilst unresolved, causes major problems in operation of the Software for many Users.</p> <p>Indicators include:</p> <ul style="list-style-type: none"> • Moderate visibility • Moderate to large number of Users affected • Seriously slow Software response times • Serious loss of functionality of Software • Limited use of Software (or any component thereof) for one or more Users 	2 Working Hours
Normal	<p>A moderate problem with the Software that, whilst not serious, does need to be resolved.</p> <p>Indicators include:</p> <ul style="list-style-type: none"> • Low to medium visibility • Low User impact • Limited use of Software (or any component thereof) • Single User affected • Minimal loss of functionality of Software 	2 Working Days
Low	<p>Shall mean a minor fault that does not impact upon the functionality of the Software.</p>	3 Working Days

4. NAPPI shall make personnel available for responding to requests for support made via the email support helpdesk at all times during Working Hours.
5. For the purposes of the table above, a Working Day shall start at the time that the initial support request is received by NAPPI.
6. From time to time NAPPI may make scheduled maintenance updates to the Software. Whenever possible these will happen outside Working Hours and NAPPI will endeavour to keep Software downtime to a minimum. It will be the responsibility of the Client to inform its Users of any scheduled system upgrade notified to the Client by NAPPI.
7. Work to resolve Critical and High level issues will start as soon as reasonably possible even where the issue occurs outside Working Hours.
8. When reasonably possible NAPPI will use a web page to notify the Client's Users of a loss in service due to technical problems or maintenance updates.

Schedule 3

Terms of Use

Terms of Use relating to the NAPPI Website and the NAPPI PBS Cloud

The NAPPI website (home page www.nappiuk.com) and the NAPPI PBS Cloud (home page www.pbscloud.co.uk) are online resources operated by N.A.P.P.I (UK) Limited.

Where these Terms of Use refer to “**the Resources**”, they are referring to the NAPPI website and the NAPPI PBS Cloud (and “**Resource**” shall be construed accordingly).

If You access and/or use either Resource or any or all of Our social media facilities (including but not limited to Our Facebook and/or Twitter facilities) You unconditionally agree to comply with these Terms of Use. Your access to and use of either Resource and any of our social media facilities is also subject to Your compliance with all applicable laws.

If You do not accept these Terms of Use, You must exit the Resource(s) immediately and must not use either Resource or Our social media facilities.

We recommend that You print a copy of these Terms of Use for Your future reference.

Defined Terms

Unless the context otherwise requires, the following defined terms apply in these Terms of Use:

Acceptable Use Policy: Our acceptable use policy as set out in section 2.2 of these Terms of Use, as may be amended by Us from time to time;

Terms of Use: these terms and Our Privacy and Cookies Statement (a copy of which can be viewed by clicking [here](#)) as may be amended by Us from time to time, and any additional terms and conditions displayed on either Resource;

We/Us/Our: N.A.P.P.I. (UK) Limited (registered number 03050134), whose registered office is at 64 Falsgrave Road, Scarborough, North Yorkshire, United Kingdom, YO12 5AX and whose VAT number is 633 5409 48; and

You/Your: the person, firm or company registered with Us and/or accessing and using either Resource.

1. Your User Name(s) and Password(s)

- 1.1 If You are provided with a user name, password or other information as part of either Resource’s security procedures, You must treat each such user name, password and information as confidential and must not disclose any of them to any third party.
- 1.2 Without prejudice to any other right We have, We are entitled to disable any user name or password, whether chosen by You or allocated by Us or Your employer, at any time, if in Our reasonable opinion You have failed to comply with any of the provisions of these Terms of Use.
- 1.3 Each registration is for a single user only. We do not permit You to share Your user name and password for either Resource with any other person nor with multiple users on a network.
- 1.4 If You know or suspect that anyone other than You knows Your user name or password for the NAPPI website, or if you forget your user name or password for the NAPPI website, you must promptly notify Us at info@nappiuk.com.

- 1.5 If You know or suspect that anyone other than You knows Your user name or password for the PBS Cloud, you must promptly notify Us at info@pbscloud.co.uk and also promptly notify Your employer's designated N.A.P.P.I. administrator.
- 1.6 If You forget your user name or password for the PBS Cloud you must notify Your employer's designated N.A.P.P.I. administrator.
- 1.7 You are responsible for all information viewed and downloaded on or via, or uploaded to or via, either Resource that arise from use of Your user name and password for that Resource, whether or not such use is authorised by You.
- 1.8 We are entitled in our absolute discretion to temporarily or indefinitely suspend or exclude You from using either or both Resources and to modify either or both Resources at any time, in each case without notice.

2. Acceptable Use Policy

- 2.1 Whenever You use either Resource, including but not limited to viewing and downloading information on and uploading information to either Resource, You accept full responsibility for any such activity and agree to comply with Our Acceptable Use Policy, as set out in section 2.2 below.
- 2.2 You must not use either Resource for any unlawful or fraudulent purpose or in any way which has an unlawful or fraudulent effect or which otherwise contravenes Our Acceptable Use Policy. In particular, You warrant and agree that:
 - 2.2.1 any and all material which you view using or download from either Resource (including parts of such material) shall be used or downloaded only for the normal business purposes of Your company or employer (as the case may be), and in accordance with all applicable laws;
 - 2.2.2 any information that You submit to us or upload using either Resource shall be true and accurate and You warrant and agree that You will update any such information as and when it changes;
 - 2.2.3 neither Resource may be used for any purpose or to upload any material which is unlawful, harmful, inaccurate, defamatory, abusive, offensive, pornographic, racist, sexist, threatening, vulgar, obscene, hateful, violent, promotes illegal activity or is otherwise inappropriate or which will constitute a criminal offence or give rise to civil liability or which may cause offence in relation to sexual orientation, age, nationality, religious belief, marital status, disability or working status;
 - 2.2.4 neither Resource may be used in a manner which is intended or likely to harass, harm or upset third parties (including but not limited to other users of either Resource), or constitute spam or any other unauthorised or unsolicited advertising or promotional material;
 - 2.2.5 You shall not reproduce or upload using either Resource any material which is protected by confidentiality, copyright, trade mark, database right or other proprietary right without the express permission of the third party owner;
 - 2.2.6 any and all images which You upload using either Resource will be uploaded in accordance with this Acceptable Use Policy, Our Privacy and Cookies Statement and Your employer's policies and procedures governing such actions;

2.2.7 You are only permitted to print and (where such function is available) download content from the Resources for the normal business purposes of Your company or employer (as the case may be), in which case the following conditions shall apply:

- (a) no documents or related graphics from the Resources are to be modified in any way;
- (b) no graphics from the Resources are to be used separately from the corresponding text;
- (c) Our copyright notices must appear in all copies of such content; and
- (d) You are to keep any and all copies of such content (whether held physically or electronically) secure;

2.2.8 except as permitted by sections 2.2.1 and 2.2.7 above, You shall not copy, adapt, download, print, exploit or otherwise use the information contained in either Resource (including for the avoidance of doubt the PBS Cloud User Guide) in any way, and You shall not reproduce, permanently store or retransmit any part of either Resource using any public or private electronic retrieval system or service;

2.2.9 You shall not permit the Resources or any part of them to be combined with, or become incorporated in, any other website or software; and

2.2.10 You shall not log in to either Resource using any public Wi-Fi network or any other Wi-Fi network which is not encrypted.

2.3 You warrant that, when You use the Resources, You will comply with our Acceptable Use Policy, and that You will be liable to Us for and shall indemnify Us against any loss or damage that We suffer or incur as a result of any breach by You of this warranty.

2.4 You acknowledge and agree that We are entitled to disclose Your identity to any third party who is claiming that Your use of any content viewed on or downloaded from either Resource, or Your uploading of information using either Resource, constitutes a violation of their intellectual property rights, or of their right to privacy. Any such disclosure shall be made where necessary for our and/or the relevant third party's legitimate interests relating to the relevant claim.

2.5 You acknowledge and agree that We may at our discretion (but are not obliged to) monitor Your use of the Resources (including but not limited to any information viewed, downloaded or uploaded under Your user name and password) where necessary for our legitimate interests in identifying any breaches of Our Acceptable Use Policy.

2.6 You acknowledge that We will cooperate with any person, law enforcement authority or court order requesting or directing us to disclose the identity of any person using either Resource in breach of these Terms of Use, any law (whether civil or criminal) or the legal rights of any party.

2.7 You acknowledge and agree that We will not be responsible, or liable to any third party, for the content or accuracy of any content posted or uploaded by You or any other user of either Resource.

2.8 We have the right to remove any posting or material that you make on or upload to either Resource (as the case may be) if, in Our opinion, the post or material does not comply with this Acceptable Use Policy.

3. Privacy and Cookies Statement

Any personal information that We collect from You in connection with Your use of either Resource will only be used in accordance with our Privacy and Cookies Statement (a copy of which can be viewed by clicking [here](#)), which forms part of these Terms of Use.

4. Viruses

4.1 You are responsible for configuring Your information technology, computer programmes and platform in order to access the Resources. You should use Your own virus protection software.

4.2 Whilst We try to keep our anti-virus software up-to-date, please note that:

- (a) We do not warrant that the Resources, their servers, downloadable files or e-mails which may be sent by Us, are free from viruses or other harmful components; and
- (b) We will not be liable to You for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of either Resource or due to your downloading of any content on either Resource or on any website linked to either Resource.

4.2 You must not:

4.2.1 introduce or attempt to introduce any virus or other contaminant to the Resources or any of their software or systems (including without limitation trojans, worms, logic bombs or other material which is malicious or technologically harmful or that is designed to disrupt, damage or limit the functioning of any software or hardware equipment);

4.2.2 in any way attempt to access, alter, modify, translate, decompile, disassemble, reverse engineer, destroy, create derivative works from, make error corrections to, or otherwise tamper with or interfere with the operation of any part of the Resources, their software, the server on which either Resource is stored or any server, computer or database connected to either Resource; or

4.2.3 attack either Resource via a denial-of-service attack or a distributed denial-of service attack.

By breaching this section 4.2, You would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Resources will cease immediately.

4.3 You acknowledge and agree that emails and Internet transmissions can never be guaranteed to be completely secure and that there is a risk that any message or information that You send to Us by email or using the Internet may be intercepted and viewed by third parties. We shall not be liable for any emails or Internet transmissions that You send to Us and any such emails or transmissions that You send to Us shall be sent at Your own risk.

5. Links from and to the Resources

5.1 The Resources contain hypertext links to third parties' websites. Any hypertext links between either Resource and any third party website are provided for Your convenience only and We accept no liability whatsoever for the contents of any such third party website. We exclude to the fullest extent permitted by law all liability for any damage, costs, injury or loss of any kind that you suffer or incur in connection with or as a result of Your accessing third party websites.

- 5.2 You agree that if You wish to create any links between either Resource and any other website You will do so only in accordance with these Terms of Use or as We otherwise agree in writing. We reserve the right to withdraw linking permission without notice.
- 5.3 You may link to the client log-in pages of the Resources, provided that You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it.
- 5.4 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists.
- 5.5 You must not establish a link to either Resource in any website that is not owned by You or which does not comply with Our Acceptable Use Policy.
- 5.6 The Resources must not be framed on any other site and You may not create a link to any part of either Resource other than the relevant client log-in page.

6. Our Liability to You

- 6.1 While We endeavour to ensure that the Resources are normally available 24 hours a day, We shall not be liable to You if for any reason either Resource is unavailable at any time or for any period.
- 6.2 Access to the Resources may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Our control.
- 6.3 Nothing in these Terms of Use excludes or limits Our liability for death or personal injury arising from Our negligence, or Our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 6.4 To the extent permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to Your use of either Resource or any part of either Resource, whether express or implied.
- 6.5 We will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - (a) Your use of, or inability to use, either Resource; or
 - (b) Your use of or reliance on any content displayed on either Resource.

7. Intellectual Property Rights

- 7.1 The trade marks, logos and service marks (collectively “the Trade Marks”) displayed on the Resources (whether registered or unregistered) are and shall remain the property of their respective owners. Nothing contained on either Resource or in the Terms of Use shall be construed as granting any licence or right to use any Trade Mark displayed on either Resource without the prior written consent of the relevant Trade Mark owner other than as expressly set out in these Terms of Use. Your misuse or infringement of any of the Trade Marks displayed on either Resource is strictly prohibited.
- 7.2 The copyright in each aspect of the Resources is owned by N.A.P.P.I. (UK) Limited or its content or technology providers. All content is protected by copyright and may not be used except as expressly permitted by these Terms of Use without Our prior written consent. We do not warrant or represent that Your use of materials displayed on either Resource will not infringe the rights of any third party.

8. Connection and Charges

You are responsible for obtaining an appropriate connection with a telecommunications provider in order to access the Resources and for paying the costs of all charges You incur in accessing and using either Resource.

9. Feedback and Complaints

- 9.1 Any queries, feedback or comments You may have about the NAPPI website should be submitted by emailing Us at info@nappiuk.com or writing to N.A.P.P.I. (UK) Limited, 64 Falsgrave Road, Scarborough, North Yorkshire, United Kingdom, YO12 5AX.
- 9.2 Any queries, feedback or comments You may have about the NAPPI PBS Cloud should be submitted by emailing Us at info@pbscloud.co.uk or writing to N.A.P.P.I. (UK) Limited, 64 Falsgrave Road, Scarborough, North Yorkshire, United Kingdom, YO12 5AX.

10. Facebook and Twitter (together “Social Media”) facilities

- 10.1 We offer Our Social Media pages as facilities for Your convenience and are not responsible for any financial or other liability associated directly or indirectly with a public or private posting made using them.
- 10.2 You acknowledge that any information that You post using Our Social Media facilities may be viewable by any person and by posting using Our Social Media facilities You undertake:
- to accept full responsibility for the contents of any postings You make using the facilities;
 - to use the facilities only for lawful purposes;
 - not to post any material which is inaccurate, defamatory, abusive, offensive, pornographic, racist, sexist, threatening, vulgar, obscene, hateful or otherwise inappropriate or which will constitute a criminal offence or give rise to civil liability or which may cause offence in relation to sexual orientation, age, marital status, disability or working status;
 - not to harass or upset third parties through Your use of the facilities;
 - not to include in any posting any material which refers to a third party or is protected by confidentiality, copyright, trade mark or other propriety right without the express permission of the third party owner (and for the avoidance of doubt You have Our permission to send details of Our own products and services to third parties using the facilities in accordance with these Terms of Use);
 - not to send personal information about any third party using the facilities;
 - not to insert into any posting any material which contains viruses, files or programs that are designed to disrupt, damage or limit the functioning of any software or hardware equipment;
 - not to use the facilities for any commercial purpose or to send advertisements, chain letters, surveys, pyramid schemes or requests for money; and
 - not to use the facilities in order to obtain unauthorised access to data or other information belonging to Us or any third party.
- 10.3 You acknowledge and agree that We may at Our discretion remove any postings from the facilities, that We may (but are not obliged to) monitor the contents of postings sent using the facilities and that

We do not accept any liability arising from Your use of, or the content of any postings in Your use of, the facilities.

- 10.4 You are responsible for all information posted using the facilities which arises from use of Your account for the relevant Social Media facility, whether or not such use is authorised by You.
- 10.5 You warrant that any content that You post using the facilities will comply with these Terms of Use and that You will be liable to Us for, and shall indemnify Us against, any loss or damage that We suffer or incur as a result of any breach by You of such warranty.
- 10.6 You acknowledge and agree that any content that You post using Our Social Media facilities will be considered non-confidential and non-proprietary, and that We have the right to use, copy, distribute and disclose to third parties any such content for any purpose.
- 10.7 You acknowledge that We will cooperate with any person, law enforcement authority or court order requesting or directing Us to disclose the identity of anyone posting or sending material using the facilities in breach of these Terms of Use, any law (whether civil or criminal) or the legal rights of any party (including but not limited to intellectual property rights and rights to privacy).
- 10.8 We shall not be responsible, or liable to You for, the content or accuracy of any content posted by any other user of the facilities. The views expressed on Our Social Media facilities by other users do not represent Our views or values.
- 10.9 For the avoidance of doubt all of the other provisions of these Terms of Use, and any other terms of the operators of the Facebook and Twitter websites, shall also apply to Your use of Our Social Media facilities except where the context otherwise requires.

11. General

- 11.1 We may amend these Terms of Use, and amend the service that we provide on either or both Resources, at any time. Amended or new Terms of Use or changes to the service that we provide will be posted on the affected Resource(s) and, unless stated otherwise, will apply with immediate effect. You will be bound by the amended or new Terms of Use if you use the affected Resource(s) after the amended or new Terms of Use have come into effect. You can view the current version of these Terms of Use at any time by clicking on the Terms of Use link on the client log-in page for the relevant Resource.
- 11.2 If any of these Terms of Use are unenforceable it shall not affect the enforceability of the rest of them.
- 11.3 No waiver by Us of any breach of these Terms of Use shall constitute a waiver of any other breach. No failure by Us to exercise any remedy shall constitute a waiver of Our right to subsequently exercise that or any other remedy.
- 11.4 These Terms of Use shall be governed by the laws of England and Wales and the courts of England and Wales will have non-exclusive jurisdiction.

Schedule 4

Privacy and Cookies Statement

N.A.P.P.I. UK Limited - Privacy and Cookies Statement (“Privacy Statement”)

1. Introduction

- 1.1. We, N.A.P.P.I. (UK) Limited, operate this Privacy Statement because We are committed to safeguarding the privacy of those using Our services (including but not limited to the Resources defined below) and the confidentiality of any information that We collect about You. This Privacy Statement sets out how We will use any personal information that We may obtain from You in connection with Our services (including but not limited to the Resources). If We change any of the terms of this Privacy Statement We will post the revised statement on each Resource behind the “Privacy and Cookies Statement” link at the bottom of each page.
- 1.2. The N.A.P.P.I. website (home page www.nappiuk.com) and the N.A.P.P.I. PBS Cloud (home page www.pbscloud.co.uk) are online resources operated by N.A.P.P.I. (UK) Limited. Where this Privacy Statement refers to “**the Resources**”, they are referring to the N.A.P.P.I. website and the N.A.P.P.I. PBS Cloud (and “**Resource**” shall be construed accordingly).
- 1.3. Whenever You submit Your information to Us in connection with Our services or Your use of either Resource, whether it be by using and/or registering to use either Resource, by email, over the telephone or in person, You acknowledge that We will collect and use such information in accordance with the terms of this Privacy Statement and, if You opt in when requested by Us, are consenting to be added to Our mailing list. Please see section 4 below for further information if You no longer wish to receive such mailings from Us.
- 1.4. This Privacy Statement contains defined terms, the meanings of which are explained in Our Terms of Use - please click [here](#) to see a copy.
- 1.5. You have the right to lodge a complaint with the Information Commissioner’s Office (“**ICO**”) if You have any concerns with regard to the way in which We process your personal data. We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.
- 1.6. Please note that if You purchase and/or attend one of Our courses (including any of our distance learning courses), We will collect additional information from You in connection with such purchase and/or attendance. Such information will be processed in accordance with Our separate Course Participant Data Protection Statement (a copy of which can be accessed [here](#)).
- 1.7. You warrant that any information You supply to Us is accurate and up to date (whether or not the information is about You), that You will inform Us if any information that We hold about You requires updating, that You will update any information that You upload using either Resource in the event that it becomes out of date, and that if You submit a third party’s details to Us (including but not limited to via either Resource) You have that third party’s permission or an alternative legal basis to do so.

2. Who are We?

- 2.1. We are N.A.P.P.I. (UK) Limited, a limited company registered in England (number 03050134) whose registered office and address for correspondence is at 64 Falsgrave Road, Scarborough, North Yorkshire, United Kingdom, YO12 5AX.

2.2. We are committed to ensuring that all personal information We hold is treated properly and in accordance with applicable data protection legislation. We are registered as a data controller with the Information Commissioner's Office and Our registration number is Z8019492. In accordance with applicable data protection legislation, We are required to explain to You how We will treat any personal data which We collect from You.

3. What information do We collect and how do We use it?

3.1. It is possible to visit and browse some sections of the Resources without being required to tell Us who You are or reveal any information about You (e.g. if You do not log in to either Resource).

3.2. If You are registered as a user of either Resource, You or Your employer will have provided Us with certain information to set up Your user account, which may include Your name, user name and email address. This information will be used by Us for Our legitimate interests in providing the service(s) for which You or Your employer has subscribed.

3.3. We may keep a record of any information that You post or upload using either Resource, or if You contact Us, we may keep a copy of that correspondence. We may also keep details of Your use of the Resources, including, but not limited to, traffic data, location data and other communication data, and the resources that You access and download using either Resource. We will use this information for Our legitimate interests in the following ways:

3.3.1. to develop Our systems and services and ensure that content from the Resources is presented in the most effective manner for You and for Your computer;

3.3.2. to provide You with information, products or services that You request from Us;

3.3.3. to carry out Our obligations arising from any contracts entered into between Us and Your employer;

3.3.4. to monitor Your compliance with Our Terms of Use;

3.3.5. to allow You to participate in interactive features of the Resources;

3.3.6. to notify You about changes to Our services and/or either Resource; and

3.3.7. to create anonymised reports based on Your usage of the Resources.

3.4. If You book a place on any of Our courses using the Resources, We will use Your bank account details and/or payment card details where necessary for the performance of any contract between us (for example, to take payment from You of Our fee for the relevant course and to issue any refunds that may become payable). Where You are paying by card, You will be redirected to the website of Our payment services provider SagePay in order to make Your payment (We do not store any card details on Our servers). After the payment has been completed You will be redirected back to the relevant Resource. Please note that SagePay may collect personal information from You which will be used in accordance with SagePay's own privacy policy (which You should read). More information regarding SagePay can be accessed via the following URL: www.sagepay.co.uk. We are not liable for the practices of SagePay in respect of Your personal information.

3.5. In the event that You provide us with feedback regarding either Resource, We may disclose that feedback to Our suppliers and to other users of that Resource where it is in Our legitimate interests to do so in order to improve the products and services that We provide. This includes any information that You provide to Us if You report a problem with either Resource.

- 3.6. Where You have given consent, We may use Your information to inform You of special offers, promotions, new products, new services and changes to Our website and/or the Resources via post, telephone, email or other appropriate means. If You subscribe to Our mailing list but subsequently decide that You no longer wish to receive such mailings please see section 4 below.
- 3.7. If You correspond with Us (e.g. using email), We may retain the content of Your correspondence together with Your contact details and Our responses where necessary for Our and Your legitimate interests in order that We can appropriately manage Your account. Your telephone calls to Us may be monitored for training and quality control purposes.
- 3.8. Where We need to collect personal data in connection with any services which You request or order from Us and You fail to provide that data when requested, We may not be able to provide such services or perform any related contract that We have or are trying to enter into with You.

Third Party Disclosures

- 3.9. We may disclose personal data about You:
 - 3.9.1. with third parties who are directly involved in dealing with any request, enquiry, complaint or other correspondence submitted by You;
 - 3.9.2. with third parties who are providing us with professional advice where necessary for Our legitimate interests in obtaining such advice and permitted by law;
 - 3.9.3. where We are legally required to do so;
 - 3.9.4. in connection with criminal investigations, legal proceedings or prospective legal proceedings where necessary for Our related legitimate interests and where permitted by law;
 - 3.9.5. where necessary for Our legitimate interests in establishing, exercising or defending Our legal rights (including providing information to others for the purposes of fraud prevention) and where permitted by law; and
 - 3.9.6. where We have stated or informed You otherwise (e.g. in this Privacy Statement or on Our website).
- 3.10. We may also disclose Your personal information to third parties in the event that We propose to sell or buy any business or assets (in which case We may disclose Your personal information to the prospective seller or buyer of such business or assets and/or their professional advisors) or if We or substantially all of Our assets are proposed to be acquired by a third party. Any such disclosure will be made where necessary for the legitimate interests of Us and/or the third party in respect of the proposed transaction; however We will not transfer Your personal information to any such third party unless We are satisfied that they are able to provide an adequate level of protection in respect of Your personal information.
- 3.11. Except as provided in this Privacy Statement, We will not provide or disclose Your information to third parties without Your express consent for any purpose (including but not limited to direct marketing). We do not sell personal information under any circumstances.

4. How do You stop marketing information being sent to You?

You can ask that such information is no longer sent to You by emailing Us at info@nappiuk.com or writing to Us at N.A.P.P.I. (UK) Limited, 64 Falsgrave Road, Scarborough, North Yorkshire, United Kingdom, YO12 5AX

or clicking on the appropriate link in the footer of any of Our marketing emails. Any such withdrawal of consent will not affect the lawfulness of Our processing based on Your consent before You withdrew it.

5. Security

- 5.1. We have put in place appropriate security measures to prevent Your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, We limit access to Your personal information to those employees, agents, contractors and other third parties who have a business need to know that information. However, the Internet is global and no data transmitted via the Internet can be guaranteed by Us to be completely secure during transmission. We cannot guarantee the security of any information that You disclose online and We will not be responsible for any breach of security unless this is due to Our negligence or wilful default. It is possible that the information You provide to Us will be temporarily transferred via a route outside the European Economic Area as it passes between us.
- 5.2. In certain circumstances We may use the services of a supplier outside the European Economic Area (EEA) for purposes referred to in this Statement (for example, We use the services of iContact (based in the USA) to store Our email marketing database). This may involve Your personal information being processed by the relevant supplier on Our behalf outside of the EEA. If We do this, We will require the relevant supplier to put in place appropriate technical and organisational data protection security measures (for example, as part of Our contract with the relevant supplier or by verifying that they operate under the EU-U.S. Privacy Shield framework (please see www.privacyshield.gov for further details).
- 5.3. We have put in place procedures to deal with any suspected data security breach and will notify You and/or any applicable regulator of a suspected breach where We are legally required to do so.

6. Access to Your information

- 6.1. You have a legal right to see a copy of the personal information that We keep about You and to correct any inaccuracies, subject to certain exemptions. In some circumstances You may also have the right to:
 - 6.1.1. request that We erase any personal information held about You;
 - 6.1.2. restrict Our processing of Your personal information (for example, to ask to suspend the processing of personal information to establish its accuracy or the reasons for processing it);
 - 6.1.3. data portability (i.e. to request the transfer of personal information to a third party); and
 - 6.1.4. object to Our processing of Your personal information where We are relying on a legitimate interest (or those of a third party).
- 6.2. Requests of the nature set out in section 6.1 above should be made in writing to the Privacy Manager, N.A.P.P.I. (UK) Limited, 64 Falsgrave Road, Scarborough, North Yorkshire, United Kingdom, YO12 5AX. Please contact the same address if You have any reason to believe that information We hold about You is inaccurate. We will respond to Your request as soon as possible and, in any event, within one month from the date of receiving the request. Please note that We may, where legally permitted, reject any such request or limit the scope of Our response (e.g. if, in the circumstances, the right does not apply to You).
- 6.3. In accordance with applicable data protection legislation, We follow security procedures in the storage and disclosure of Your information. We may therefore request proof of Your identity before disclosing

certain information to You or complying with any other request of or a nature described in section 6.1 above.

- 6.4. You will not generally have to pay a fee to exercise any of Your rights described in section 6.1 above. However, We may charge a reasonable fee if You make a request to see a copy of Your personal information which is clearly unfounded or excessive. Alternatively We may refuse to comply with Your request in such circumstances.

7. Retention and Destruction of Your Personal Information

- 7.1. Any personal information held by Us in relation to any of the purposes described in this Privacy Statement will be retained by Us for as long as We need it to fulfil the purpose(s) for which it was collected. Further details of Our specific retention periods are set out in Our information retention policy (a copy of which is available upon request).

- 7.2. For example, if You have consented to receiving Our newsletter, Your preferences in that regard will be retained by Us unless and until:

7.2.1. We cease producing Our newsletter; or

7.2.2. You withdraw Your consent,

following which We will destroy or suppress such personal data without delay so that You no longer receive Our newsletter.

- 7.3. Save for any contact preferences suppressed under section 7.2 above, Your information will be securely destroyed at the end of the relevant retention period described or otherwise referred to in this section 7.

- 7.4. Whilst taking into consideration Our legal obligations, We will on an ongoing basis: review the length of time that We retain personal data for; consider the purpose or purposes for which We hold the personal data in deciding whether (and for how long) to retain it for; securely delete personal data that is no longer needed for such purpose or purposes; and update, archive or securely delete information if it goes out of date.

8. Cookies

- 8.1. The Resources use “cookies” for Our legitimate interests in ensuring that You receive the best possible visitor experience. Cookies are small files which are sent by a web server to an individual’s computer which are then stored on that computer’s hard drive. A cookie contains text, and is like an identification card which can only be translated by the server it originated from.

- 8.2. Cookies cannot tell Us information such as Your email address, which We can only collect where you or your employer tells Us, for example if You become a registered user or provide Your details in a capture form.

- 8.3. Our website uses the following cookies for the following purposes:

8.3.1. `is_unique` - this cookies holds data on Your visits to Our website. We use it solely to determine whether You are a first time or returning visitor to Our website. No personal data is stored using this cookie.

8.3.2. `sc_is_visitor_unique` - this cookie is used for visitor statistics and ensures that each of Your visits to Our website is only counted once.

- 8.4. The PBS Cloud uses the following cookies for the following purposes:
- 8.4.1. phpsessid - this is a randomly generated number which is used for authentication when logging into the PBS Cloud system.
- 8.5. Most internet browsers allow You to prevent cookies being stored on Your computer. Alternatively You may be able to configure Your browser to accept all cookies or to notify You when a cookie is offered by Our server. You may also be able to delete all cookies currently stored on Your web browser.
- 8.6. Some parts of each Resource require cookies to be enabled in order to function correctly. Therefore unless You change Your browser settings You will automatically accept cookies from each Resource.
- 8.7. We may also collect information about where You are on the Internet (e.g. the URL You came from, IP address, and domain types like .co.uk and .com), Your browser type, the country where Your computer is located, the parts of the Resources that were viewed during Your visit and any search terms that You entered using either Resource. We may collect this information even if You are not a registered user or do not log in to either Resource, and will use it for Our legitimate interests in administering and improving the Resources, for internal operations (including troubleshooting, data analysis, testing, research, statistical and survey purposes) and as part of Our efforts to keep the Resources safe and secure.
- 8.8. We do not use cookies to market or promote the interests of any third party.
- 8.9. For further information about cookies and how they are used, please visit www.aboutcookies.org.

9. How will You know if We make any changes to this Privacy Statement?

We may amend this Privacy Statement from time to time. You are bound by any changes We make to this Privacy Statement with effect from the date of the change. If We make any substantial changes to the way in which We use Your personal information collected in connection with Our services or either Resource We will notify You (e.g. by posting a notice on the client log-in page for the relevant Resource). You can view the current version of Our Privacy Statement at any time by clicking on the Privacy Statement link on the client log-in page for each Resource.

10. What about third party websites that You can access via the Resources?

- 10.1. The Resources each contain links to other websites which are outside Our control and are not covered by this Privacy Statement. If You access other websites using the links provided, the operators of those websites may collect personal information from You which will be used in accordance with their respective privacy policies which You should read. We are not liable for the practices of such third party website operators in respect of Your personal information.
- 10.2. You acknowledge that any information that You post using our social media facilities (such as Facebook and Twitter) will be viewable by anybody who visits those websites and that such information is also subject to the relevant provider's privacy policy. You are advised to consult each such privacy policy to see how they will use Your data.

11. Contact

If You or any of Your employees have any questions about this Privacy Statement or Our treatment of personal data, please write to Us by e-mail to info@nappiuk.com.