

- 3.2 the types and categories of personal data and AITL's processing activities carried out on behalf of the Licensee and any other data controller;
- 3.3 information on overseas transfers;
- 3.4 a general description of security measures; why and how the data is being processed;
- 3.5 the purpose of the processing;
- 3.6 any special categories of data including sensitive personal data;
- 3.7 the categories of data subjects; who AITL shares the data with;
- 3.8 how long AITL retain data for;
- 3.9 AITL's name and contact details and those of each controller on behalf of which AITL is acting, and, where applicable, those of the Licensee's and AITL's representative, and of the Licensee's data protection officer.

4. DATA EXPORT

- 4.1 AITL will not transfer or otherwise process any personal data outside of the EEA unless the following conditions are fulfilled:
- 4.2 AITL has provided appropriate safeguards in relation to the transfer;
- 4.3 The data subject has enforceable rights and effective legal remedies;
- 4.4 AITL complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred, for example by use of the EU Commissions' standard contractual clauses for data transfers between AITL and its servers based outside the EEA; and
- 4.5 AITL complies with reasonable instructions notified to it in advance by the Licensee with respect to the processing of the personal data.

5. ASSISTANCE TO THE LICENSEE

- 5.1 AITL will provide reasonable assistance, information and cooperation to the Licensee in respect of any claim, complaint, and/or exercise or purported exercise of rights by a Data Subject under Data Protection Legislation or any notice, investigation or enforcement activity by a regulatory authority or any other regulator, which relates to or is connected with the Processing of Licensee Personal Data provided that AITL may charge the Licensee on a time and materials basis in the event that AITL consider, in its reasonable discretion, that such assistance is onerous, complex, frequent or time consuming;

6. SUB PROCESSORS

- 6.1 AITL may engage such other processors ("Sub Processors") as AITL considers reasonably appropriate for the processing of the Licensee Personal Data in accordance with the terms of this Agreement (including in connection with support, maintenance and development, staff augmentation and the use of third party data centres) provided that AITL shall notify the Licensee of the addition or replacement of such Sub Processors and the Licensee may, on reasonable grounds, object to a Sub Processor by notifying AITL in writing within 5 days of receipt of notification, giving reasons for the Licensee's objection. Where the Licensee objects to a Sub Processor, the parties shall work together to reach agreement on the engagement of Sub Processors. AITL shall require all Sub Processors to enter into an agreement of equivalent effect to the terms contained in this Schedule 1.

7. SECURITY MEASURES

- 7.1 AITL shall implement all security measures and processes necessary to ensure a level of security appropriate to the risk (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and the risks of processing, in particular from accidental or unlawful loss, destruction, damage, alteration, disclosure of or access to personal data transmitted, stored or otherwise processed)

8. CHANGES TO THIS SCHEDULE 1

- 8.1 AITL reserves the right to amend the provisions of this Schedule 1 on written notice to the Licensee if AITL considers it reasonably necessary as a result of any changes in law or practice relating to the protection or treatment of Personal Data.

9. APPLICABLE LAWS

- 9.1 Where AITL is relying on the laws of a member of the European Union or European Union Law or Data Protection Legislation ("Applicable Laws") as the basis for processing the Licensee Personal Data, AITL shall promptly notify the Licensee of this before performing the processing required by such Applicable Laws unless those Applicable Laws prohibit AITL from so notifying the Licensee.

- **This Service Level Agreement (“SLA”) is the Service Level Agreement referred to in the AITL Standard Terms and Conditions between AITL and the Licensee identified on the Platform Contract.**
 - **The defined terms in the AITL Standard Terms and Conditions shall apply to this SLA.**
1. AITL shall provide the Platform as follows:
 - 1.1 **Availability:** Each calendar month, the Platform shall be available to Licensee at least 99.99% of the time. Availability is calculated as the total actual available minutes divided by total possible uptime minutes (less the permitted downtime described in paragraph 1.2 below) in a calendar month.
 - 1.2 **Permitted Downtime:** Total possible uptime minutes does not include downtime minutes:
 - (a) required in order to perform the maintenance services described in paragraph 1.4 below;
 - (b) Licensee-caused or third party-caused outages or disruptions;
 - (c) as a result of outages, disruptions or emergency maintenance attributable in whole or in part to force majeure events within the meaning of paragraph 1.5 below.
 - 1.3 **Non-availability:** The Platform is not available when the Software Services, or a substantial part or essential feature thereof, is non-operational. It is expressly noted that the inability for one or more Users to access Licensee Data via the Platform shall not be regarded as downtime, unless the inability is due to the Platform, or a substantial part or essential feature thereof, being non-operational.
 - 1.4 **Maintenance Services:** Each night between 00:00 and 02:00 (UK time), the Platform may be unavailable in order for AITL to perform back-up, support, maintenance and upgrades of the software. AITL will use its reasonable endeavours to schedule all service and maintenance activities during this maintenance window.
 - 1.5 **Force Majeure:** The Platform may be unavailable in situations where a Force Majeure Event occurs in accordance with Clause 14 of the AITL Standard Terms and Conditions.
 - 1.6 **Informing AITL:** Any problems relating to the Platform should be notified by the Licensee to AITL using the following service e-mail address: info@allintheloop.com.

□

- **PLEASE READ THESE LICENCE TERMS CAREFULLY**
- **BY CLICKING ON THE “ACCEPT” BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.**
- **IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE “REJECT” BUTTON BELOW.**

1. WHO WE ARE AND WHAT THIS AGREEMENT DOES

1.1 We, All In the Loop Ltd of Boundary Works, Chelford Road, Ollerton, Knutsford, Cheshire, WA16 8TA license you to use:

- (a) All In The Loop mobile application software which may include but not be limited to a Web App, iOS App, Android App, and Content Management System, the data supplied with the software, and any updates or supplements to it (**Platform**).
- (b) The related online documentation (**Documentation**).
- (c) as permitted in these terms.

1.2 The Service is provided in connection with a Partner. Our “Partner” is the company whose name and logo, events and content are featured in the Platform. The Partner allows you to use the content it supplies through the Platform (the “Service”) subject to the provisions of these terms. The Partner will be entitled to enforce the terms of this Agreement directly against you as a third-party beneficiary (and you are deemed to have accepted this right).

2. YOUR PRIVACY

2.1 We only use any personal data we collect through your use of the Platform and the Services in the ways set out in our privacy policy.

2.2 Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Platform or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

3. APP STORE TERMS ALSO APPLY

3.1 The ways in which you can use the Platform and Documentation may also be controlled by the Apple’s App Store or Google Play Store’s rules and policies and these rules and policies will apply instead of these terms where there are differences between the two.

4. OPERATING SYSTEM REQUIREMENTS

4.1 This Platform requires a device operating either Android version 10 or iOS 14 or such other later versions as may be released from time to time

5. SUPPORT FOR THE PLATFORM AND HOW TO TELL US ABOUT PROBLEMS

5.1 Support. If you want to learn more about the Platform or the Service or have any problems using them, please take a look at our support resources at allintheloop.com.

5.2 Contacting us (including with complaints). If you think the Platform or the Services are faulty or misdescribed or wish to contact us for any other reason, please email our customer service team at info@allintheloop.com.

5.3 How we will communicate with you. If we have to contact you, we will do so by email using the contact details you have provided to us.

6. SERVICE LEVELS

6.1 AITL shall provide the Platform as follows:

6.2 **Availability.** Each calendar month, the Platform shall be available to Licensee at least 99% of the time. Availability is calculated as the total actual available minutes divided by total possible uptime minutes (less the permitted downtime described in paragraph in a calendar month.

6.3 **Permitted Downtime:** Total possible uptime minutes does not include downtime minutes required in order to perform the maintenance services described in paragraph 6.6 below;

6.4 **Licensee-caused or third party-caused outages or disruptions:** as a result of outages, disruptions or emergency maintenance attributable in whole or in part to force majeure events within the meaning of paragraph 6.7 below.

6.5 **Non-availability:** The Platform is not available when the Software Services, or a substantial part or essential feature thereof, is non-operational. It is expressly noted that the inability for one or more Users to access Licensee Data via the Platform shall not be regarded as downtime, unless the inability is due to the Platform, or a substantial part or essential feature thereof, being non-operational.

6.6 **Maintenance Services:** Each night between 00:00 and 02:00 (UK time), the Platform may be unavailable in order for AITL to perform back-up, support, maintenance, and upgrades of the software. AITL will use its reasonable endeavours to schedule all service and maintenance activities during this maintenance window.

6.7 **Force Majeure:** The Platform may be unavailable in situations involving causes beyond AITL’s reasonable control such as security threat, virus alert, service attack, power outages or other outages related to third parties. In such circumstances, AITL may perform emergency maintenance and will notify the Licensee (to the extent possible) by telephone or e-mail promptly upon AITL receiving knowledge of such event. AITL will inform the Licensee of the threat or problem, the response actions undertaken or proposed to be taken by AITL to react to such threat or problem, the estimated duration of the downtime (if known), as well as any recommended actions to be taken by the Licensee to minimize the impact of the threat or problem and/or identify and repair the problems caused by threat or problem. To the extent that any situation referred to in this paragraph is the result of or arise from any condition, circumstance or event caused by or under the control of the Licensee or any third party providing products or services to the Licensee, the Licensee shall use its best efforts to (and/or to cause its provider(s) to) eliminate or mitigate to the greatest extent possible such conditions, circumstances or events.

7. HOW YOU MAY USE THE PLATFORM, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

7.1 In return for your agreeing to comply with these terms you may:

- (a) download a copy of the Platform and view, use and display the Platform and the Service on such devices for your personal purposes only.
- (b) use any Documentation to support your permitted use of the Platform and the Service.
- (c) provided you comply with the End User Licence Agreement, make up to 1 copy of the Platform for back-up purposes; and
- (d) receive and use any free supplementary software code or update of the Platform incorporating “patches” and corrections of errors as we may provide to you.

8. YOU MUST BE 18 TO ACCEPT THESE TERMS AND DOWNLOAD THE PLATFORM

8.1 You must be 18 or over to accept these terms and download the Platform.

9. YOU MAY NOT TRANSFER THE PLATFORM TO SOMEONE ELSE

9.1 We are giving you personally the right to use the Platform and the Service as set out above. Whilst you may have sharing rights as set out above, you may not otherwise transfer the Platform or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the Platform is installed, you must remove the Platform from it.

9.2 Where We have given you (or where you have chosen) a password that enables you to access certain parts of Our Sites,

you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

10. CHANGES TO THESE TERMS

- 10.1 We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.
- 10.2 We will give you at least 30 days' notice of any change by sending you an SMS with details of the change or notifying you of a change when you next start the Platform.
- 10.3 If you do not accept the notified changes you will not be permitted to continue to use the Platform and the Service.

11. UPDATES TO THE PLATFORM AND CHANGES TO THE SERVICE

- 11.1 From time to time we may automatically update the Platform and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the Platform for these reasons.
- 11.2 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Platform and the Services.

12. IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

- 12.1 If you download the Platform onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

13. WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

- 13.1 By using the Platform or any of the Services, you agree to us collecting and using technical information about the devices you use the Platform on and related software, hardware and peripherals to improve our products and to provide any Services to you.

14. WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)

- 14.1 If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services.

15. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

- 15.1 The Platform, any Service or content contained in them may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).
- 15.2 You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

16. LICENCE RESTRICTIONS

- 16.1 You agree that you will:
 - (a) except in the course of permitted sharing not rent, lease, sub-license, loan, provide, or otherwise make available, the Platform or the Services in any form, in whole or in part to any person without prior written consent from us;
 - (b) not copy the Platform, Documentation or Services, except as part of the normal use of the Platform or where it is necessary for the purpose of back-up or operational security;
 - (c) not translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform, Documentation or Services nor permit the Platform or the Services or any part of them to be combined with, or become incorporated

in, any other programs, except as necessary to use the Platform and the Services on devices as permitted in these terms;

- (d) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Platform to obtain the information necessary to create an independent program that can be operated with the Platform or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
 - (i) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - (ii) is not used to create any software that is substantially similar in its expression to the Platform;
 - (iii) is kept secure; and
 - (iv) is used only for the Permitted Objective;
- (e) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Platform or any Service;
- (f) obtain all necessary consents and/or permissions required under all applicable laws, regarding the posting, transmission, and publication of any personal data and/or image of any person.

17. ACCEPTABLE USE RESTRICTIONS

- 17.1 You must:
 - (a) not use the Platform or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into, uploading, or inserting malicious code, such as viruses, worms, Trojan Horse, time bombs, web bugs, spyware, malware, or any other harmful data, into the Platform, any Service or any operating system that is intended to damage or hijack the operation of any software or any other actually or potentially harmful, disruptive, or invasive component;
 - (b) not infringe our intellectual property rights or those of any third party in relation to your use of the Platform or any Service (to the extent that such use is not licensed by these terms);
 - (c) not submit, transmit or display any material in a context which may be deemed as defamatory, libellous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, or which is otherwise objectionable and violates the rights of All In The Loop or any third party, or otherwise shows any person, entity, or brand in a bad or disparaging light, in relation to your use of the Platform or any Service;
 - (d) not upload, insert, collect, or otherwise make available within the All In The Loop services (or any part thereof) any malicious, unlawful, defamatory, or obscene material;
 - (e) not act in a manner which might be perceived as damaging to All In The Loop's reputation and goodwill or which may bring All In The Loop into disrepute or harm;
 - (f) not impersonate any person or entity or provide false information on the Platform, whether directly or indirectly, or otherwise perform any manipulation in order to disguise your identity or the origin of any message or transmittal you send using the Platform;

- (g) not use any of our Services and/or the Platform in connection with any form of spam, unsolicited mail, fraud, scam, phishing, “chain letters”, “pyramid schemes” or similar conduct, or otherwise engage in unethical marketing or advertising;
- (h) not use the Platform or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (i) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service, including using any illegal action to collect login data and/or passwords for other websites, third parties, software or services.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 All intellectual property rights in the Platform, the Documentation and the Services throughout the world belong to us (or our Partner or our licensors) and the rights in the Platform and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the Platform, the Documentation or the Services other than the right to use them in accordance with these terms.

19. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 19.1 The Platform is not provided for consumer use. In using this Platform, you are doing so in the course of your trade, business, or profession and accordingly you are not a consumer for the purposes of any consumer protection law.
- 19.2 Neither We or the Partner are liable for any loss or damage incurred, whether directly or indirectly, as a result of your breach of Clause 16 (Acceptable Use).
- 19.3 Neither We or the Partner are liable for business losses. Neither We or the Partner will have any liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 19.4 Our liability (and that of our Partner) for any loss or damage suffered by you will be limited to £50 (which we agree is reasonable given that the Platform is provided free of charge).
- 19.5 Neither We or the Partner exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 19.6 Limitations to the Platform and the Services. The Platform and the Services are provided for general information purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Platform or the Service. Although we make reasonable efforts to update the information provided by the Platform and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 19.7 Check that the Platform and the Services are suitable for you. The Platform and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the Platform and the Services (as described on the appstore site and in the Documentation) meet your requirements.
- 19.8 Neither We or the Partner are responsible for events outside our control. If the provision of the Services or support for the Platform or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

20. WE MAY END YOUR RIGHTS TO USE THE PLATFORM AND THE SERVICES IF YOU BREACH THESE TERMS

- 20.1 We may end your rights to use the Platform and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.
- 20.2 If we end your rights to use the Platform and Services:
- 20.3 You must stop all activities authorised by these terms, including your use of the Platform and any Services.
- 20.4 You must delete or remove the Platform from all devices in your possession and immediately destroy all copies of the Platform which you have and confirm to us that you have done this.
- 20.5 We may remotely access your devices and remove the Platform from them and cease providing you with access to the Services.

21. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

- 21.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

22. YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

- 22.1 You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

23. NO RIGHTS FOR THIRD PARTIES

- 23.1 Save for the Partner’s rights to enforce this agreement directly, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

24. IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

- 24.1 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

25. EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

- 25.1 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

26. WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

- 26.1 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

27. ALTERNATIVE DISPUTE RESOLUTION

- 27.1 Please note that disputes, controversy, or claim arising out of or in connection with End User Licence Agreement or the breach, termination or validity thereof, shall be submitted to the Consumer Dispute Resolution Limited (CDRL) for alternative dispute resolution provider in accordance with the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015.