

**Thank you for using infoForms (“Services”).**

These Terms of Use (“TOU”) contain the terms under which Extra Resource Ltd (trading as Document Genetics) provides their Services to you and describes how the Services may be accessed and utilised.

You indicate your agreement to these Terms by clicking or tapping on a button indicating your acceptance of these Terms, by executing a document that references them, or by using the Services.

If you will be using the Services on behalf of an organisation, you agree to these Terms on behalf of that organisation and you represent that you have the authority to do so. In such case, “you” and “your” will refer to that organisation.

## 1. Fees and Payments

- 1.1 Fees for Services.** You agree to pay to Document Genetics any fees for each Service you purchase or use (including any overdue fees), in accordance with the pricing and payment terms presented to you for that Service. Where applicable, you will be billed using the billing plan you selected and accepted through your account management page. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.
- 1.2 Subscriptions.** Some of our Services are billed on a subscription basis (we call these “Subscriptions”). This means that you will be billed on a recurring, periodic basis (each period is called a “billing cycle”). Billing cycles are typically quarterly or annual, depending on what subscription plan you select when purchasing a Subscription. Your Subscription will automatically renew at the end of each billing cycle unless you cancel by emailing [accounts@document-genetics.co.uk](mailto:accounts@document-genetics.co.uk).
- Either party may terminate this Agreement by providing written notice of cancellation. The effective termination date shall be the last day of the calendar month in which the notice is received plus one additional full calendar month. During this period, the subscription shall remain active, and the Subscriber shall remain liable for all fees and charges incurred up to and including the effective termination date.
- 1.3 Taxes.** Unless otherwise stated, you are responsible for any taxes (other than Document Genetics’ income tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, “Taxes”). You will pay Document Genetics for the Services without any reduction for Taxes. If Document Genetics is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide Document Genetics with a valid tax exemption certificate authorised by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. Document Genetics will not charge you VAT if you provide us with a VAT number issued by a taxing authority in the European Union, are purchasing the Services from Document Genetics for business reasons, and are located in a different European Union member state from Document Genetics. If you are required by law to withhold any Taxes from your payments to Document Genetics, you must provide Document Genetics with an official tax receipt or other appropriate documentation to support such payments.
- 1.4 Price Changes.** Document Genetics may change the fees charged for the Services at any time, provided that, for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription. Document Genetics will provide you with reasonable notice if the change in fee is greater than ten percent (10%) to give you an opportunity to cancel your Subscription before the change becomes effective.
- 1.5 Overage/Late Fees.** Unless otherwise stated, any overage fees incurred by you will be billed in arrears on a monthly basis. Overage fees which remain unpaid for 30 days after being billed are considered overdue. Failure to pay overage fees when due may result in the applicable Service being limited, suspended, or terminated (subject to applicable legal requirements), which may result in a loss of your data associated with that Service.

## 2. Privacy

- 2.1 Privacy. In the course of using the Services, you may submit content to Document Genetics (including your personal data and the personal data of others) or third parties may submit content to you through the Services (your "Content"). We know that by giving us your Content, you are relying upon us to treat it appropriately. infoForms' Privacy Policy, together with any Service-specific data use policies, privacy statements and privacy notices (collectively, "privacy policies"), detail how we treat your Content and personal data and we agree to adhere to those privacy policies. You in turn agree that Document Genetics may use and share your Content in accordance with our privacy policies.
- 2.2 Data Protection Obligations. If you are a customer who is operating as "data controller" as defined in the UK Data Protection Act 2018 or, where required, European General Data Protection Regulation ("GDPR"), additional terms apply. For specific terms regarding Data Protection, please refer to section 14.
- 2.3 Confidentiality. Document Genetics will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including our privacy policies). However, your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of these Terms by Document Genetics); (b) was lawfully known to Document Genetics before receiving it from you; (c) is received by Document Genetics from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by Document Genetics without reference to your Content.
- 2.4 Security. Document Genetics will store and process your Content in a manner consistent with industry security standards. We have implemented appropriate technical, organisational, and administrative systems, policies, and procedures designed to help ensure the security, integrity, and confidentiality of your Content and to mitigate the risk of unauthorised access to or use of your Content.

## 3. Your Content

- 3.1 You retain ownership of all of your intellectual property rights in your Content. Document Genetics does not claim ownership over any of your Content. These Terms do not grant us any licenses or rights to your Content except for the limited rights needed for us to provide the Services, and as otherwise described in these Terms.
- 3.2 Limited Access to Your Content. Document Genetics will not distribute, copy or reuse your Content in any way other for the limited purposes of providing the Services to you and as otherwise permitted by Document Genetics' privacy policies. If you provide Document Genetics with feedback about the Services, we may use your feedback without any obligation to you.
- 3.3 Copyright Claims. Document Genetics responds to notices of alleged copyright infringement in accordance with UK law. If you believe that your work has been exploited in a way that constitutes copyright infringement, please notify us at [info@document-genetics.co.uk](mailto:info@document-genetics.co.uk).
- 3.4 Other IP Claims. Document Genetics respects the intellectual property rights of others, and we expect our users to do the same. If you believe you've witnessed any infringing upon your intellectual property rights within our product, please notify us at [info@document-genetics.co.uk](mailto:info@document-genetics.co.uk). Claims of copyright infringement should follow the process available under local law.

## 4. Document Genetics' IP

- 4.1 Document Genetics' IP. Neither these Terms nor your use of the Services grants you ownership in the Services or the content you access through the Services (other than your Content). Except as permitted by Document Genetics', these Terms do not grant you any right to use Document Genetics' trademarks or other brand elements.

## 5. User Content

**5.1** User Content. The Services display content provided by others that is not owned by Document Genetics. Such content is the sole responsibility of the entity that makes it available. Correspondingly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. Document Genetics is not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use content from the Services unless you have first obtained the permission of its owner, or are otherwise authorised by law to do so.

**5.2** Content Review. You acknowledge that, in order to ensure compliance with legal obligations, Document Genetics may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms. However, Document Genetics otherwise has no obligation to monitor or review any content submitted to the Services.

## 6. Account Management

**6.1** Keep Your Password Secure and Safe. When you setup a password in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not Document Genetics, are responsible for any activity occurring in your account (other than activity that Document Genetics is directly responsible for which is not performed in accordance with the Customer's instructions), whether or not you authorised that activity. If you become aware of any unauthorised access to your account, you should notify Document Genetics immediately. Accounts may not be shared and may only be used by one individual per account.

**6.2** Keep Your Details Accurate. Document Genetics occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.

**6.3** You are the Controller of your Form Data. You are responsible for the definition and maintenance of your own Forms. By defining your forms, you control the content you are collecting. It is your responsibility to review the setup and configuration of your Forms and their respective Delivery, Workflow and Account settings so you safeguard any sensitive data you are collecting through our Services. For example, our Services allow you to distribute form results through email integrations. This is not intended to be used with Forms used to collect private or sensitive data. It is your responsibility to ensure that you protect the data you collect and to avoid using features that may distribute your data inadvertently to the wrong recipient or through less secure delivery channels.

**6.4** Remember to Backup. You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, Document Genetics will not be liable for any failure to store, or for loss or corruption of, your Content.

**6.5** Account Inactivity. Document Genetics may terminate your account and delete any content contained in it if there is no account activity (such as a log in event or payment) for over 12 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

## 7. User Requirements

**7.1** Legal Status. If you are an individual, you may only use the Service if you have the power to form a contract with Document Genetics. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation and that you have duly authorised your agent to bind you to these Terms.

**7.2** Minors. "Minors" are individuals under the age of 13 (or under a higher age if permitted by the laws of their residence). In some countries, this age may be the age 16. None of the Services are intended for use by any person under the age of 16 years old. If you are a Minor, you may

not use the Services. By using the Services, you represent and warrant that you are not a Minor.

**7.3 Embargoes.** You may only use the Services if you are not barred under any applicable laws from doing so. If you are located in a country embargoed by United Kingdom or other applicable law from receiving the Services, you are not permitted to purchase any paid Services from Document Genetics.

## 8. **Acceptable Permissible Usage**

**8.1 Legal Compliance.** You must use the Services in compliance with, and only as permitted by, applicable law.

**8.2 Your Responsibilities.** You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Services:

- (a)** You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
- (b)** You may not circumvent or attempt to circumvent any limitations that Document Genetics imposes on your account (such as by opening up a new account to conduct complete a form that we have closed for a Terms violation).
- (c)** Unless authorised by Document Genetics in writing, you may not probe, scan, or test the vulnerability of any Document Genetics system or network.
- (d)** Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.
- (e)** You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
- (f)** You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. Document Genetics will endeavour to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to Document Genetics.
- (g)** You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.
- (h)** Unless authorised by Document Genetics in writing, you may not resell or lease the Services.
- (i)** If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless Document Genetics has agreed with you otherwise. You may not use the Services in a way that would subject Document Genetics to those industry-specific regulations without obtaining Document Genetics' prior written agreement. For example, you may not use the Services to collect, protect, or otherwise handle "protected health information" without entering into a separate business associate agreement with Document Genetics that permits you to do so.
- (j)** Shared user accounts are not permissible with the Services. A shared account is defined as more than one individual using a single user login to access the Services. Each individual logging into the application and administration tools must use a unique and separate user account. The Services will restrict shared usage and Document Genetics reserves the right to terminate an account if it is determined that there was an effort to circumvent shared usage restrictions.
- (k)** You may not use or access the Services for the intent and purpose of gaining knowledge to build a competitive service or for any other competitive purposes.
- (l)** You are prohibited from using "bots" or other automated methods to interact with our Administration Portal or other Services.

(m) You are prohibited from abusing our trial process by starting multiple trials for the purpose of avoiding payment of a subscription fee for our Services.

(n) To help protect the security of the individuals using our services and data subjects connected to our Customers, we strictly prohibit the use of our Services for the following:

- Phishing scams
- Collecting credit card numbers, passwords or other highly sensitive data.
- To distribute links or content tied to malicious software such as viruses or malware.
- To spam individuals in any way, whether the individuals are users of our Customer's account or not.
- To perform any criminal activity.
- To promote or incite violence of any kind.
- Incorporating into your forms, content that you don't own or violates Intellectual Property right.
- To impersonate or mislead individuals in any way.

If you identify forms or content that you believe violate this policy, please report this to us at [info@document-genetics.co.uk](mailto:info@document-genetics.co.uk).

## 9. Suspension and Termination of Services

9.1 By You. If you terminate a Subscription in the middle of a billing cycle, you will not receive a refund for any period of time you did not use in that billing cycle unless you are terminating the Agreement for our breach and have so notified us in writing, or unless a refund is required by law.

9.2 By Document Genetics. Document Genetics may limit, suspend, or stop providing the Services to you if you fail to comply with these Terms (such as a failure to pay fees when due), or if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services. Document Genetics may also suspend providing the Services to you if we are investigating suspected misconduct by you. If we suspend or terminate the Services you receive, we will endeavour to give you advance notice and an opportunity to export a copy of your Content from that Service. However, there may be time sensitive situations where Document Genetics may decide that we need to take immediate action without notice. Document Genetics has no obligation to retain your Content upon termination of the applicable Service.

9.3 Further Measures. If Document Genetics stops providing the Services to you because you repeatedly or egregiously breach these Terms, Document Genetics may take measures to prevent the further use of the Services by you, including blocking your IP address.

## 10. Changes and Updates

10.1 Changes to Terms. Document Genetics may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. Any changes will be posted to the location at which those terms appear. Document Genetics may also provide notification of changes on its blog or via email. Changes will be effective no sooner than the day they are publicly posted. In order for certain changes to become effective, applicable law may require Document Genetics to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the terms for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

10.2 Changes to Services. Document Genetics continually modifies and improves the Services. Document Genetics may add, alter, or remove functionality from a Service at any time without prior notice. Document Genetics may also limit, suspend, or discontinue a Service at its discretion. If Document Genetics discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your Content from that Service. Document Genetics may remove content from the Services at any time in our sole discretion,

although we will endeavour to notify you before we do that if it materially impacts you and if practicable under the circumstances.

## 11. Disclaimers and Limitations of Liability

- 11.1 Disclaimers. While it is in Document Genetics' interest to provide you with the best user experience possible, there are certain things we cannot promise. We try to keep our online Services up, but they may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND DOCUMENT GENETICS DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OR ANY REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.
- 11.2 Exclusion of Certain Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DOCUMENT GENETICS ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF DOCUMENT GENETICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 11.3 Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF DOCUMENT GENETICS ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNTS PAID BY YOU TO DOCUMENT GENETICS FOR USE OF THE SERVICES AT ISSUE DURING THE 3 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; AND (B) UK£25.00.
- 11.4 Consumers. We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these Terms limits any of those consumer rights.
- 11.5 Businesses. If you are a business, you will indemnify and hold harmless Document Genetics and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with your use of the Services or a breach of these Terms, to the extent that such liabilities, damages and costs were caused by you.

## 12. Contracting Entity

- 12.1 Who you are contracting with. Unless otherwise specified in relation to a particular Service, the Services are provided by, and you are contracting with, Document Genetics.
- 12.2 Document Genetics. For any Service provided by Document Genetics, the following provisions will apply to any terms governing that Service: Contracting Entity. References to "Document Genetics" "we", "us", and "our" are references to Extra Resource Ltd, trading as Document Genetics, Hall Farm, Sywell Airport, Sywell, Northamptonshire NN6 0BN, United Kingdom, 01604 671177, [www.document-genetics.co.uk](http://www.document-genetics.co.uk). Governing Law - Those terms are governed by the laws of the United Kingdom. Jurisdiction - Except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the United Kingdom.

## 13. Other Terms

- 13.1 Assignment. You may not assign these Terms without Document Genetics' prior written consent, which may be withheld at Document Genetics' sole discretion. Document Genetics may assign these Terms at any time without notice to you.

- 13.2 Entire Agreement. These Terms (including the Additional Terms) constitute the entire agreement between you and Document Genetics, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.
- 13.3 Independent Contractors. The relationship between you and Document Genetics is that of independent contractors, and not legal partners, employees, or agents of each other.
- 13.4 Interpretation. The use of the terms "includes", "including", "such as", and similar terms, will be deemed not to limit what else might be included.
- 13.5 No Waiver. A party's failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.
- 13.6 Precedence. To the extent any conflict exists, the Additional Terms prevail over this TOU with respect to the Services to which the Additional Terms apply.

## 14. Data Protection

Under the UK Data Protection Act 2018 & EU GDPR guidelines, the Customer is the controller of Customer Data collected through the Customer's forms and Document Genetics is the processor of this data.

- 14.1 Right of Withdrawal. In certain European countries, you have a legal right to cancel Subscriptions within a certain period of time.
- 14.2 UK Data Protection & EU GDPR Terms
  - 14.2.1 Definitions. These additional terms will apply to you where you are a customer of Document Genetics and are operating as a "data controller" in your use of the Services.
  - 14.2.2 Processing Instruction. By using our Services and agreeing to these Terms and the infoForms privacy policy, you are providing us with instructions to process any personal data collected by you through our Services, on your behalf.
  - 14.2.3 Customer Obligations. You shall ensure and hereby warrant and represent that you are entitled to submit and transfer personal data to Document Genetics so that Document Genetics may lawfully process and transfer the personal data in accordance with these Terms. You shall ensure that relevant data subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection laws and have sole responsibility for the accuracy, quality and legality of personal data processed by Document Genetics in the provision of the Services.
  - 14.2.4 Document Genetics Obligations. Where Document Genetics is processing personal data on your behalf, it will:
    - (a) only do so on your documented instructions and in accordance with applicable law, including with regard to transfers of personal data to a third country or an international organisation, and the parties agree that these terms and the Document Genetics privacy policies constitute such documented instructions;
    - (b) ensure that all Document Genetics personnel involved in the processing of personal data have committed themselves to confidentiality;
    - (c) where applicable to you and where it is technically feasible, make available information necessary for you to demonstrate compliance with your Data Protection obligations, where such information is held by Document Genetics and is not otherwise available to you through your account and user areas or on Document Genetics websites, provided that you provide Document Genetics with at least 14 days written notice of such an information request;
    - (d) promptly notify you of all requests received directly from a data subject in respect of that data subject's personal data submitted through the Services;

- (e) upon deletion by you, not retain personal data from within your account other than in order to comply with applicable laws and regulations and as may otherwise be kept in routine backup copies made for disaster recovery and business continuity purposes (which are also deleted no later than 9-12 months after data is deleted from an account); and
- (f) to the extent reasonably able, assist you as reasonably required (at your expense) where you wish to conduct a data protection impact assessment involving the Services.

**14.2.5 Document Genetics sub-processors.** Document Genetics uses 3rd party partners in facilitating certain elements of our Services ("sub-processors"). By agreeing to these Terms, you provide a general authorisation to Document Genetics to engage sub-processors, subject to compliance with the requirements set out here. If you wish to receive a list of sub-processors who handle personal data for Document Genetics please request a list of sub-processors by contacting us at [info@document-genetics.co.uk](mailto:info@document-genetics.co.uk).

We will return a list of sub-processors currently used by our Service. We will also, add you to a list to be notified in the event we add an additional sub-processor in the future. If you object to a particular sub-processor, who we cannot disassociate from your Services, your sole remedy will be to terminate your subscription relating to the Services that cannot be reasonably provided without the objected-to new sub-processor. Such termination will be without a right of refund for any fees prepaid by you for the period following termination.

**14.2.6 Liability.** Document Genetics will be liable for the acts and omissions of its sub-processors to the same extent Document Genetics would be liable if performing the services of each of those sub-processors directly under these Terms, except as otherwise set forth in these Terms and Document Genetics ensures that all sub-processors on the sub-processor list are bound by contractual terms that are in all material respects no less onerous than those contained in these Terms.

**14.2.7 Security Measures.** Document Genetics takes security very seriously. We've implemented technical and organisational measures to ensure a level of security appropriate to the risk of unauthorised or unlawful processing, accidental loss of and/or damage to your personal data. At scheduled intervals, Document Genetics tests and evaluates the effectiveness of these technical and organisational measures for ensuring the security of the processing. For more information on our security controls please contact us to request our security overview documentation.

**14.2.8 Security Incident.** If Document Genetics becomes aware of any unauthorised or unlawful access to your personal or form data, Document Genetics will take reasonable steps to notify you within 72 hours of becoming aware of the Security Incident. Document Genetics will also reasonably cooperate with you with respect to any investigations relating to a Security Incident with preparing any required notices, and provide any other information reasonably requested by you in relation to any Security Incident, where such information is not already available to you in your online Administration Account through updates provided by Document Genetics.

**14.2.9 Audits.** You will allow one month for Document Genetics to respond to any audit request which you make. No person/party conducting an audit on your behalf, shall be, or shall act on behalf of, a competitor of Document Genetics ("Auditor"). You will only be entitled to conduct an audit once per year (during the course of a 12 month subscription) unless otherwise legally compelled or required by a regulator with established authority over you to perform or facilitate the performance of more than 1 audit in that same year (in which circumstances you and Document Genetics will, in advance of any such audits, agree upon a reasonable reimbursement rate for Document Genetics' audit expenses). The scope of an audit will be as follows (unless you are compelled by a regulator with authority over the processing activities involving the Services to vary this format for audit):

- (a) Document Genetics agrees, subject to any appropriate and reasonable confidentiality restrictions, to provide evidence of any security standards it maintains and will, on request, make available to you a summary of Document recent security tests, which summary shall include remedial actions taken by Document Genetics from such security tests.

(b) The scope of the certifications and penetration tests provided will be limited to Document Genetics systems, processes, and documentation relevant to the processing and protection of personal data undertaken for the Services obtained by you, and Auditor will conduct audits subject to any appropriate and reasonable confidentiality restrictions requested by Document Genetics.

(c) You will promptly notify and provide Document Genetics with full details regarding any perceived non-compliance or security concerns discovered during the course of an audit.

The parties agree that, except as otherwise required by order or other binding decree of a regulator with authority over you, this section sets out the entire scope of your audit rights as against Document Genetics.

**14.2.10 International Transfer.** To the extent applicable, Document Genetics relies upon standard contractual clauses, for data transfer to the United States to Document Genetics, Document Genetics also relies on standard contractual clauses for data transfers to other third parties based in countries outside the European Economic Area, the United States, or countries that do not have adequate levels of data protection as determined by the European Commission. To the extent applicable, you can enter into an additional Data Processing Agreement with Document Genetics in which supplement the terms of this agreement. Where there is a conflict between the terms of a separate Data Processing Agreement with standard contractual clauses and these Terms, the terms of the Data Processing Agreement with standard contractual clauses will prevail.

**14.2.11 Liability for Data Processing.** The parties' respective aggregate liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any and all claims arising out of or in connection with this Section 14 shall be as set out in these terms, unless otherwise agreed in writing.

**Please contact us anytime on 01604 671177 for further information.**