

Ambertrace Labs Ltd

Terms and conditions

1. Introduction & Acceptance

- **1.1 Who we are.** Welcome to Ambertrace Labs **Ltd** (“Ambertrace”, “us”, “our”). We provide artificial-intelligence products, platforms, and services, including without limitation **EddyAI MIND, EddyAI FLOW, Eddy LEAD, Pilot2Work, Pilot4Justice**, our websites, dashboards, APIs, training, and support.
- **1.2 What these Terms cover.** These Terms of Service (“**Terms**”) govern your access to and use of all products, services, websites, mobile or web applications, and related materials we make available (together, the “**Services**”).
- **1.3 Binding agreement.** By accessing or using the Services, creating an account, clicking “accept” (or similar), or executing an order form, statement of work, or subscription (each an “**Order**”), you agree to be bound by these Terms. If you do not agree, **you must not use the Services**.
- **1.4 Acting for an organisation.** If you access or use the Services on behalf of a school, trust, local authority, employer, charity, or other organisation (a “**Client**”), you represent and warrant that you have authority to bind that Client to these Terms. References to “**you**” and “**your**” include both the Client and its authorised users.
- **1.5 Authorised users & end users.** Clients may permit employees, contractors, students, learners, or other individuals to use the Services (“**Authorised Users**”). Clients are responsible for their Authorised Users’ compliance with these Terms and any applicable policies.
- **1.6 Age & consent.** The Services are intended for adults. Where children or young people use the Services (e.g., in a school setting), the Client is responsible for ensuring all **necessary consents and lawful bases** are in place and that use complies with applicable law, guidance, and policy.
- **1.7 Additional documents.** These Terms incorporate by reference the following, as updated from time to time:
 - (a) our **Privacy Policy**;
 - (b) our **Acceptable Use Policy (AUP)**;
 - (c) any **Data Processing Agreement (DPA)** where we process personal data on your behalf;
 - (d) any **service-specific terms, Order, or statement of work**; and

(e) any applicable **third-party or open-source licence terms**.

If there is a conflict, the order of precedence is: (1) the Order/SOW (if expressly stated to prevail), (2) **any Data Processing Agreement (for matters relating to Personal Data processing)**, (3) service-specific terms, (4) these Terms, then (5) the AUP and other policies.

- **1.8 Changes to the Terms.** We may amend these Terms to reflect operational needs, legal or regulatory requirements, or improvements to the Services. Updated Terms will show a revised “Last updated” date. For material changes, we will give reasonable prior notice (e.g., email or in-product). For Clients with an active subscription or Order, material changes will not take effect during the current term unless agreed in writing or required by law. Continued use of the Services after the effective date of any applicable changes constitutes acceptance of the updated Terms. If you do not agree, you must stop using the Services
 - **1.9 Beta, trial, and preview features.** From time to time we may offer trial, beta, or preview features (“**Beta Services**”). Beta Services are provided **as-is**, may be modified or withdrawn at any time, and may be subject to additional terms. Your feedback on Beta Services may be used by us to improve the Services.
 - **1.10 Territory & language.** These Terms are provided in English and apply regardless of your location, subject to Section (Governing Law) below. Translations, if provided, are for convenience only.
 - **1.11 Contact.** Questions about these Terms or the Services can be directed to: [legal@yourdomain] / [registered office address] / [company number].
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2. Eligibility

2.1 Legal capacity. You must be at least **18 years old** and capable of entering into a binding contract under the laws of England and Wales (or the jurisdiction in which you reside) in order to enter into an agreement with Ambertrace Labs Ltd.

2.2 Minors (under 18).

(a) Individuals under 18 **must not** register for or enter into an agreement for the Services in their own capacity.

(b) Where a minor uses the Services (for example, as a student, learner, or young person in an education or employability setting), they may do so **only under the supervision and responsibility of a parent, guardian, school, local authority, employer, or other responsible organisation** (each an “Authorising Organisation”).

(c) The Authorising Organisation is responsible for ensuring that:

- the minor’s use complies with these Terms and applicable law, safeguarding, and data protection requirements; and
- all necessary parental/guardian consents and lawful bases for processing personal data have been obtained before the minor accesses the Services.

2.3 Organisations. If you are entering into these Terms on behalf of a school, college, local authority, charity, or employer (a “Client Organisation”), you represent and warrant that you:

- (a) have full authority to bind that Client Organisation to these Terms; and
- (b) will ensure that all use of the Services by Authorised Users (including staff, contractors, students, and learners) complies with these Terms.

2.4 Prohibited users. You may not access or use the Services if:

- (a) it is unlawful for you to do so under applicable laws or regulations;
- (b) you have previously been suspended or terminated by Ambertrace for breach of these Terms; or
- (c) you are located in a jurisdiction subject to UK sanctions or restrictions preventing us from providing the Services.

2.5 Responsibility. Clients and Authorising Organisations remain responsible for:

- (a) ensuring that all users meet eligibility requirements;
- (b) managing and monitoring how the Services are used; and
- (c) ensuring that the Services are used only for lawful and appropriate purposes.

3. Use of Services

- **3.1 Lawful use.** You agree to use the Services only for lawful purposes, in accordance with these Terms, and in line with all applicable laws, regulations, and guidance (including safeguarding, education, and data protection requirements).
- **3.2 General restrictions.** You must not, and must not permit others to:
 - (a) misuse, interfere with, disable, disrupt, or overload the Services, including attempting unauthorised access;
 - (b) attempt to reverse engineer, decompile, disassemble, copy, or derive the source code,

algorithms, or AI models used in the Services;

- (c) bypass or disable any security features or access controls;
- (d) upload, transmit, or store any harmful, unlawful, or infringing content, including viruses, malware, or malicious code;
- (e) use the Services to generate or disseminate content that is discriminatory, harassing, abusive, defamatory, obscene, violent, hateful, extremist, or otherwise harmful;
- (f) use the Services to create or share misleading, fraudulent, or deceptive information (including disinformation, impersonation, or “deepfakes”);
- (g) use the Services for surveillance, profiling, or automated decision-making that is unlawful or lacks proper safeguards;
- (h) infringe or misappropriate the intellectual property rights, privacy rights, or other rights of third parties;
- (i) use the Services for competitive analysis, benchmarking, or to build a competing product or service;
- (j) resell, sublicense, or provide the Services to third parties except as expressly permitted under a written agreement with Ambertrace
- (k) remove or obscure any copyright, trademark, or proprietary notices in the Services or their outputs.

- **3.3 Safeguarding and responsible use.**

- (a) Where the Services are used in an education, employability, or justice setting, the **Client or Authorising Organisation remains primarily responsible for supervision, safeguarding, and oversight** of all Authorised Users, including minors and vulnerable individuals.

- (b) Ambertrace provides AI-generated outputs which may not always be accurate, complete, or appropriate. You are responsible for verifying outputs before relying on them for any decision-making.

- (c) The Services must not be used as a substitute for professional judgment in areas such as education, safeguarding, employment, or legal advice.

- **3.4 Monitoring and audit rights.**

- (a) Ambertrace actively monitor end-user activity for safeguarding purposes. Each Client or Authorising Organisation is responsible for ensuring appropriate supervision, safeguarding, and oversight of its Authorised Users.

- (b) Ambertrace provides tools and training to enable admin users within each Client organisation to monitor and manage safeguarding issues effectively.

- (c) Ambertrace may request information, or audit Client use, on **thirty (30) days’ notice**, no more than once in any **twelve-month period** (unless reasonably required due to suspected material breach or unlawful activity), during business hours and in a manner that minimises disruption. Any third-party auditor must be mutually agreed and bound by confidentiality.

- (d) Nothing in this clause relieves the Client or Authorising Organisation of its primary responsibility for safeguarding, supervisory, or compliance obligations.

- **3.5 Suspension and termination.**

- (a) We may suspend or restrict your access to the Services immediately if we reasonably suspect misuse, breach of these Terms, or unlawful activity.

- (b) We may terminate access if breaches are serious, repeated, or not remedied after notice.

(c) We are not liable for any loss, damage, or costs arising from suspension or termination under this clause.

- **3.6 High-risk activities.** The Services must not be used to make automated or unsupervised decisions that produce legal or similarly significant effects on an individual (including education placement, exclusion, employment decisions, safeguarding determinations, or legal advice). Outputs are support tools and require human review by appropriately qualified staff.
 - **3.7 Reporting misuse.** If you become aware of any misuse of the Services or content generated that breaches these Terms, you must notify us immediately at [insert contact email].
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4. Intellectual Property

4.1 Ownership of Ambertrace IP. All intellectual property rights in the Services, including without limitation our AI systems, models, algorithms, datasets, platforms, software, source code, user interfaces, designs, documentation, trade names, and trademarks (together, “Ambertrace IP”) and shall remain the exclusive property of Ambertrace Labs Ltd or its licensors. Except as expressly set out in these Terms, no rights in the Ambertrace IP are granted or transferred to you.

4.2 License to use Services. Subject to payment of applicable fees and compliance with these Terms, Ambertrace grants you a **limited, revocable, non-exclusive, non-transferable, non-sublicensable licence** to access and use the Services during the term of your agreement with us, solely for your **internal business or educational purposes**.

4.3 Restrictions. Except as expressly permitted in writing, you must not:

- (a) reproduce, copy, modify, adapt, or create derivative works of any part of the Services or Ambertrace IP;
- (b) distribute, sell, rent, lease, loan, or otherwise make available the Services or Ambertrace IP to third parties;
- (c) use the Services to provide services to third parties on a commercial basis (e.g. “software as a service”, outsourcing, or consultancy) unless specifically authorised by Ambertrace;
- (d) remove, obscure, or alter any copyright, trademark, or proprietary notices;
- (e) attempt to reverse engineer, decompile, disassemble, or otherwise derive the source code, models, or algorithms of the Services.

4.4 Client content and data. You (or your Client Organisation) retain ownership of any data, materials, or content you submit to the Services (“Client Data”). By submitting Client Data, you grant Ambertrace worldwide, royalty-free, non-exclusive licence to host, process, and use that data **solely** as necessary to provide the Services **and to improve functionality using aggregated and/or anonymised data only**,

unless otherwise expressly agreed in a DPA or Order. Ambertrace will not use Client Data for unrelated purposes without consent.

4.5 AI-generated outputs. The Services may generate content, insights, or other results (“Outputs”) based on prompts, inputs, or data you provide. Subject to your compliance with these Terms and payment of applicable fees:

- (a) you own the Outputs generated from your inputs, and are granted a licence to use them for your organisation’s **internal purposes only** and not sell, sublicense, publicly distribute, or commercially exploit Outputs except as expressly agreed in writing by Ambertrace
- (b) Ambertrace has no claim of ownership in Outputs, but you are solely responsible for how you use them;
- (c) you must ensure that your use of Outputs does not infringe third-party rights, breach applicable laws, or substitute for professional judgment (including in education, safeguarding, employment, or legal contexts); and
- (d) you acknowledge that Outputs may not always be accurate, complete, or fit for purpose, and Ambertrace accepts no liability for reliance on Outputs.
- (e) For clarity, pseudonymised data remains personal data and must be handled in accordance with applicable data protection law.

4.6 Feedback. If you provide suggestions, feedback, or improvements relating to the Services (“**Feedback**”), you grant Ambertrace a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate that Feedback into our Services without restriction or obligation to you.

4.7 Third-party components. The Services may include third-party platforms, models, or open-source components. Your use of such components is subject to their applicable terms. Ambertrace is responsible for changes made by third parties that affect the Services, but will use reasonable efforts to maintain compatibility.

5. Data Protection & Privacy

5.1 Commitment to compliance.

Ambertrace Labs Ltd is committed to protecting personal data and complying with the **UK GDPR**, the **Data Protection Act 2018**, and guidance from the UK Information Commissioner’s Office (ICO). We are **registered with the ICO** as a data controller (Registration No: [insert number]) and hold **Cyber**

Essentials certification, demonstrating our commitment to implementing recognised cybersecurity standards.

5.2 **Separate policies.**

To ensure transparency and compliance across different user groups, we maintain two complementary policies:

- **Privacy Policy (Controller)** – applies where Ambertrace is a **Data Controller**, including for general users, website visitors, account holders, and demo/trial services.
- **Data Processing Policy (Processor)** – applies where Ambertrace is a **Data Processor** on behalf of a school, local authority, employer, or other client organisation.

5.3 **Roles of the parties.**

- Where Ambertrace determines the purposes and means of processing personal data, Ambertrace is the **Data Controller**.
- Where a client organisation instructs us to process personal data on its behalf, that organisation is the **Data Controller**, and Ambertrace acts solely as its **Data Processor**.

5.4 **Data Processing Agreements (DPAs).**

When acting as a Processor, Ambertrace will process personal data only in line with the **Data Processing Policy** and any Data Processing Agreement agreed with the Controller.

5.5 **Security.** We implement appropriate technical and organisational measures designed to protect personal data, including encryption in transit and at rest where applicable, access controls, logging, and vulnerability management, consistent with our Cyber Essentials certification.

5.6 **Sub-processors.**

We may engage trusted third-party providers (“Sub-processors”) to support delivery of the Services. Sub-processors are bound by written agreements requiring them to maintain equivalent protection standards. An up-to-date list of Sub-processors is available on request.

5.7 **International transfers.** Where personal data is transferred outside the UK, we ensure that appropriate safeguards **are in place**, such as UK adequacy regulations, the UK IDTA or UK Addendum to the EU SCCs, or another lawful transfer mechanism.

5.8 **Data subject rights.**

Individuals have rights under data protection law, including the rights of **access, rectification, erasure (“right to be forgotten”), restriction, portability, and objection.**

- Where Ambertrace is the **Controller**, requests will be handled in accordance with the **Privacy Policy (Controller)**.
- Where Ambertrace is the **Processor**, requests must be directed to the relevant Controller (e.g. a school or local authority), and we will assist them in fulfilling such requests.

5.9 Retention and lawful basis. We retain personal data only for as long as necessary to fulfil the purposes for which it was collected. Retention periods differ depending on the type of user and legal requirements:

(a) For adult users, Ambertrace will **minimise retention** and keep personal data only for the shortest period permitted under UK GDPR, unless a longer period is required by law (e.g. regulatory, safeguarding, or financial record-keeping obligations).

(b) For children and young people, Ambertrace **may** retain personal data for longer where necessary to meet safeguarding or child protection requirements.

(c) In all cases, we may lawfully retain data where it is necessary to: (i) comply with a legal or regulatory obligation; (ii) establish, exercise, or defend legal claims; or (iii) maintain required business or financial records.

(d) When personal data is no longer required, it will be securely deleted or anonymised in line with our retention policies.

Where Ambertrace is a Processor, retention periods are determined by the Controller and reflected in the DPA or written instructions.

5.10 Data breaches.

(a) **Processor context.** If we become aware of a personal data breach while acting as a Processor, we will notify the relevant Controller **without undue delay and in any event no later than seventy-two (72) hours** after becoming aware, to the extent required by law and the applicable DPA.

(b) **Controller context.** Where Ambertrace is a Controller, we will assess and notify the ICO and affected individuals where required by law.

6. Payment & Subscriptions

6.1 Fees.

Fees for paid Services will either:

- (a) be agreed in writing between Ambertrace and the Client (e.g. via an Order, proposal, or statement of work); or
- (b) be published on our website for subscription-based Services.

Unless otherwise stated, all fees are **exclusive of VAT** and any other applicable taxes, which shall be payable in addition.

6.2 Invoicing and payment terms.

Invoices are issued in accordance with the agreed Order or subscription plan. Unless otherwise agreed in writing, all invoices are payable in full within **thirty (30) days** of the invoice date. Payment must be made in the currency specified on the invoice and without set-off, counterclaim, or deduction.

6.3 Late payment.

If any payment is not received by the due date:

- (a) Ambertrace will **suspend access** to the Services until payment is received in full;
- (b) Ambertrace reserves the right to charge **interest on overdue amounts** at a rate of 4% per annum above the Bank of England base rate (accruing daily from the due date until payment is made in full); and
- (c) the Client shall be responsible for any reasonable costs of collection incurred by Ambertrace

6.4 Subscription renewals.

For Services provided on a subscription basis:

- (a) subscriptions will automatically renew for successive periods equal to the initial term unless cancelled in accordance with these Terms;
- (b) cancellation requests must be submitted at least 30 days before the renewal date (for organisational Clients) or at least 14 days before the renewal date (for individual consumers);
- (c) any fees paid in advance are non-refundable, except where termination is due to Ambertrace's material breach; and
- (d) if you are an individual consumer, you may have statutory rights under UK consumer protection law, including a 14-day "cooling-off" period from the date of purchase, during which you may cancel and obtain a refund. Nothing in these Terms affects your statutory rights.

6.5 Changes to fees.

Ambertrace reserves the right to amend subscription fees and pricing from time to time. Any changes will be communicated to Clients with at least **30 days' prior notice**, and will not affect fees already agreed in an active Order or contract.

6.6 Trial and beta Services.

Any free trial, Ambertrace access is provided at Ambertrace's discretion, on an **"as is"** basis, without warranty and may be withdrawn at any time. At the end of the trial period, continued use of the Services will be subject to the applicable paid subscription terms.

7. Availability & Support

7.1 Service availability.

Ambertrace will make reasonable efforts to ensure that the Services are available on a continuous basis. However, the Services are provided on an “as is” and “as available” basis, and Ambertrace does not warrant or guarantee that the Services will be uninterrupted, error-free, or available at all times.

7.2 Planned maintenance.

We may need to perform maintenance, updates, or upgrades to the Services. Where reasonably practicable, we will schedule such maintenance outside of normal business hours and provide advance notice. In urgent situations (e.g. to address security risks), maintenance may be performed without notice.

7.3 Support.

Ambertrace will make reasonable efforts to provide support during normal UK business hours ([9:00–17:00, Monday to Friday, excluding UK public holidays] unless otherwise agreed). Support may be provided via email, helpdesk, or other communication channels specified by Ambertrace

7.4 Exclusions.

The availability of the Services may be affected by factors outside Ambertrace's reasonable control, including but not limited to:

- (a) internet or network failures;
- (b) issues caused by third-party service providers or integrations;
- (c) force majeure events (see Section 9.7); or
- (d) misuse of the Services by the Client or its users.

7.5 Service levels.

Unless otherwise set out in a separate Service Level Agreement (SLA) with the Client, Ambertrace does not guarantee any specific uptime commitment. Any SLA entered into shall form part of, and take precedence over, these Terms in respect of availability and support.

8. Indemnities

8.1 **Client indemnity.** The Client shall indemnify and hold harmless Ambertrace's officers, employees, and contractors from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- (a) Client Data or the Client's use of the Services in breach of these Terms, applicable law, or third-party rights;
- (b) use of the Services with data the Client had no lawful right to provide or process; or
- (c) failure by the Client to supervise or manage Authorised Users, including minors.

8.2 Indemnity. Ambertrace shall defend the Client against third-party claims that the Services, as provided by Ambertrace UK patents, copyrights, trade marks, or database rights, and shall pay any damages or settlement amounts finally awarded against the Client that are attributable to such claims.

Ambertrace obligations shall not apply to claims arising from:

- (a) Client Data, Outputs, or instructions;
- (b) combinations with non-Ambertrace products, services, or data;
- (c) use not in accordance with the documentation or these Terms; or
- (d) modifications made by anyone other than Ambertrace

8.3 Remedies. If a claim arises under Clause 8.2, Ambertrace at its option and expense:

- (a) procure the right for the Client to continue using the Services;
- (b) replace or modify the Services so they are non-infringing without materially reducing functionality; or
- (c) terminate the affected Services and refund prepaid fees for the unused portion of the term.

8.4 Sole remedy. This Clause 8 states Ambertrace liability, and the Client's sole and exclusive remedy, in relation to any claim of intellectual property infringement regarding the Services.

9. Liability

9.1 "As is" basis.

The Services are provided on an **"as is" and "as available"** basis. To the fullest extent permitted by law, all warranties, conditions, and representations (whether express, implied, statutory, or otherwise) are excluded, including without limitation any implied warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement.

9.2 AI-generated outputs.

You acknowledge that the Services involve the use of artificial intelligence, and that **AI-generated outputs may contain errors, omissions, or inaccuracies**. We do not guarantee that any output will be accurate, complete, reliable, or suitable for every use case. Outputs are intended to **support human decision-making**, not replace professional judgment. You are solely responsible for verifying and validating outputs before relying on them.

9.3 Exclusions of liability.

Ambertrace shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, for any:

- (a) indirect, special, or consequential losses;
- (b) loss of profits, revenue, business, goodwill, or anticipated savings;
- (c) loss of data or corruption of data; or

(d) loss of opportunity or reputation, arising out of or in connection with the Services, even if foreseeable.

9.4 Limit of liability. Subject to Clause 9.5, ~~Ambetrace's~~ aggregate liability to you arising out of or in connection with the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees actually paid by you to ~~Ambetrace~~ for the Services in the twelve (12) months immediately preceding the event giving rise to the claim. For larger institutional clients, alternative liability caps may be agreed in writing, taking into account ~~Ambetrace's~~ insurance cover.

9.5 Non-excludable liability.

Nothing in these Terms shall exclude or limit liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot lawfully be excluded or limited under applicable law.

9.6 Third-party services.

~~Ambetrace~~ shall not be responsible for any failure, error, or loss arising from third-party services, platforms, or integrations over which we have no control.

9.7 Force majeure.

~~Ambetrace~~ shall not be liable for any failure or delay in performance caused by circumstances beyond our reasonable control (including but not limited to natural disasters, power failures, strikes, network outages, cyberattacks, or government actions).

10. Termination

10.1 Termination for convenience.

Either party may terminate the Services by giving the other party at least **thirty (30) days' prior written notice**.

10.2 Termination for cause.

~~Ambetrace~~ may suspend or terminate the Services (in whole or in part) immediately by written notice if:

- (a) you materially breach these Terms and, where capable of remedy, fail to remedy such breach within **fourteen (14) days** of receiving written notice to do so;
- (b) you fail to pay any undisputed amount due within **fourteen (14) days** after written demand;
- (c) you become insolvent, enter administration, liquidation, or any arrangement with creditors; or
- (d) ~~Ambetrace~~ reasonably believes that your continued use of the Services may cause harm to ~~Ambetrace's~~ systems, or other users.

10.3 Termination by the Client for cause.

You may terminate immediately by written notice if Ambermae is a material breach of these Terms which is not remedied within **thirty (30) days** of written notice.

10.4 Consequences of termination.

Upon termination for any reason:

- (a) all licences granted under these Terms shall immediately cease;
- (b) you must **stop using the Services** and delete or destroy any copies of materials provided under these Terms;
- (c) all fees and charges accrued up to the effective date of termination shall become immediately due and payable; and
- (d) Ambermae shall request and subject to payment of applicable fees, return or securely delete Client Data in accordance with Section 5 (Data Protection & Privacy) and any Data Processing Agreement.

10.5 Survival. Termination shall not affect any rights, remedies, obligations, or liabilities that have accrued up to the date of termination. Provisions which by their nature are intended to survive termination — including but not limited to Sections **4 (Intellectual Property)**, **5 (Data Protection & Privacy)**, **7 (Availability & Support)**, **8 (Indemnities)**, **9 (Liability)**, **11 (Confidentiality)**, and **12 (Governing Law & Jurisdiction)** — shall continue in full force and effect.

11. Confidentiality

11.1 Obligation of confidentiality. Each party (“Recipient”) shall keep confidential all non-public, proprietary, or sensitive information of the other party (“Discloser”) that is disclosed or made available in connection with these Terms or the Services (“Confidential Information”). The Recipient shall use such Confidential Information solely for the purpose of performing its obligations or exercising its rights under these Terms, and not for any other purpose without the prior written consent of the Discloser.

11.2 Standard of care. The Recipient shall protect the Discloser’s Confidential Information with the same degree of care that it uses to protect its own similar confidential information, but in no event less than a reasonable standard of care. The Recipient shall ensure that its employees, contractors, and professional advisers who have access to the Discloser’s Confidential Information are bound by confidentiality obligations no less protective than those set out in this Section.

11.3 Exclusions. Confidential Information shall not include information which the Recipient can demonstrate:

- (a) is or becomes publicly available through no breach of this Section by the Recipient;
- (b) was lawfully known to the Recipient without confidentiality obligations prior to disclosure by the Discloser;

- (c) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information; or
- (d) is rightfully received by the Recipient from a third party without duty of confidentiality.

11.4 Permitted disclosures. The Recipient may disclose Confidential Information:

- (a) to its employees, contractors, affiliates, professional advisers, and insurers who have a strict need to know such information for the purposes of these Terms and who are bound by confidentiality obligations at least as protective as this Section;
- (b) to potential investors, acquirers, or funding sources, provided that they are bound by appropriate confidentiality obligations; or
- (c) where required by applicable law, court order, or regulatory authority, provided that (where lawful) the Recipient gives the Discloser prompt written notice and cooperates with the Discloser's lawful efforts to resist or limit the disclosure.

11.5 Return or destruction. Upon written request by the Discloser, or upon termination or expiry of these Terms, the Recipient shall promptly return or securely destroy all copies of the Discloser's Confidential Information in its possession or control, except that the Recipient may retain copies as required by law or for routine backup, archival, or audit purposes, provided that such retained copies remain subject to the obligations of this Section until destroyed.

11.6 Equitable relief. Each party acknowledges that unauthorised use or disclosure of the other party's Confidential Information may cause irreparable harm for which monetary damages would not be an adequate remedy. Accordingly, the Discloser shall be entitled to seek injunctive or other equitable relief in addition to any other remedies available at law or in equity.

12. Governing Law & Jurisdiction

12.1 Governing law.

These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them, shall be governed by and construed in accordance with the laws of **England and Wales**, without regard to conflict of law principles.

12.2 Jurisdiction.

The parties agree that the courts of **England and Wales** shall have **exclusive jurisdiction** to settle any dispute or claim arising out of or in connection with these Terms, their subject matter, or formation.

12.3 Consumer rights.

If you are a consumer (rather than a business or organisation), you may have legal rights under applicable consumer protection laws in your country of residence. Nothing in these Terms affects those statutory rights.

13. Contact Us

13.1 General enquiries.

If you have any questions about these Terms or the Services, you may contact us using the details below:

Email: info@ambertracelabs.com

Telephone: 07557 809361

Address: Ascend Co Working, 1st Floor Pentagon Shopping Centre, Chatham, ME4 4HY

13.2 Support.

For technical support or issues with your account, please contact our support team at [insert support email or helpdesk link].

13.3 Data protection enquiries.

For questions relating to data protection, privacy, or the exercise of your rights under UK GDPR, please contact our Data Protection Officer (DPO) at [insert DPO email].

13.4 Formal notices.

Any legal or contractual notices required under these Terms must be sent in writing to our registered office address (as above), unless we specify otherwise in writing.