

RULER ANALYTICS LIMITED: Terms and Conditions to Clients

BACKGROUND:

When you (the “Client”) agree to take our service the terms and conditions set out below shall govern the contract for such services. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your acceptance or when you first make use of the service.

No part of our pre-contract communications with you are intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur when we both sign off through the contract verification process and you receive the order acknowledgement or confirmation.

Agency Clients and GDPR

In the case of clients that act as design, media or PR agencies for their clients the provisions dealing with the processing of personal data by Ruler of the agency’s clients’ personal data under these terms and conditions will still apply to the agency (as our Client).

With regard to any personal data processed by Ruler on behalf of the agency (as our Client) for the agency’s clients, the agency (as data controller in respect of such personal data) will be responsible for ensuring the agency complies with all Data Protection Legislation as the data controller. Ruler will be acting as the data processor under the Data Protection Legislation and reliant on the agency as Ruler’s Client (and data controller) to ensure any processing of the agency’s or the agency’s clients’ personal data by Ruler is lawful under Art 6 or Art 9 (in the case of Special Category Data) and is reliant on the agency to have secured all necessary consents and permissions to enable Ruler to process such personal data in delivering its services to the agency or the agency’s clients.

1. Definitions and Interpretation

In this Agreement, the following terms shall have the following meanings:

“Account”	means collectively the personal information, Payment Information and credentials used by you to access the Service or any System on the Ruler Website;
“Additional Contact Data”	has the meaning as set out in clause 15.6
“Call Recording”	means a recording of the telephone conversation we have with a Caller which is usually stored in mp3 format
“Caller”	means an individual who calls one of your Destination Numbers (a designated telephone number)
“Client Website”	means the website that you install our Services on or permit us to install our

	Services on and are currently operating as are available through our Ruler Website
“Contact Data”	means personal data you provide to us or is submitted by the Contact or collected by us from the Contact as part of our Service
“Contact” / “Contacts”	means any or all of your customers, prospects, contacts or persons that access your website or your dedicated marketing telephone contact details through the use of our Services and is not employed by Ruler and acting in the course of their employment;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Ruler Website;
“Data Instruction(s)”	means as described in our Privacy Notice any instruction from you setting out the types of personal data which may be processed by us in the performance of the Services, the subject matter of the processing, and the duration of the processing, which has been agreed in writing and signed by the parties;
“Data Protection Legislation”	means the Data Protection Act 1998 and any replacement legislation coming into effect from time to time including (without limitation) the GDPR together with any codes of practice or other guidance issued by any competent regulatory authority;
“Data Subject”	means the living individual to whom Personal Data relates
“Designated Number”	means a telephone number you are using for your business which the Caller may call and we answer as part of our Service and from which we create a Call Recording if instructed by you under a Data Instruction.
“General Data Protection Legislation (GDPR)”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data
“Payment Information”	means any details required from you for the purchase of Services from this Ruler Website. This includes, but is not limited to,

	credit / debit card numbers, bank account numbers and sort codes;
“Personal Data”	means personal data (as such term is defined in the Data Protection Legislation) that is Processed by Ruler or the Client in connection with the provision of the Services, including the information described in Appendix 1 (Data Processing Details))
“Premises”	means our place of business located at 11th Floor, Royal Liver Building, Liverpool L3 1HU;
“Privacy Notice”	means the applicable privacy notice we will use to inform you about how we process your data and is incorporated together with these terms and conditions and is available as a separate document.
“Privacy Policy”	as defined in clause 17.1;
“Purchase Information”	means collectively any orders, invoices, receipts or similar that may be in hard copy or electronic form;
“Ruler Website”	means (https://www.ruleranalytics.com) and any sub-domains of this site
“Ruler”	means Ruler Analytics Limited registered no. 09691646 and whose registered office is situating at:11th Floor, Royal Liver Building, Liverpool L3 1HU;
“Service”	means collectively any online facilities, apps, tools, services or information that Ruler makes available through the Services either now or in the future;
“Services”	means the services available to you through the Ruler Website;
“System”	means any online communications infrastructure that Ruler makes available through the Ruler Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“Tracking Mechanism”	means an electronic device, app or code also known as a Snippet
“Terms and Conditions”	the terms and conditions set out in this document;

2. Business Clients

These Terms and Conditions apply to business customers only. If you are a non-business customer please contact us via info@ruleranalytics.com.

3. Intellectual Property

- 3.1 Subject to the exceptions in Clause 4 of these Terms and Conditions, all Content included on the Ruler Website, unless uploaded by the Client, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Ruler, our affiliates or other relevant third parties. By continuing to use the Ruler Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 3.2 Subject to Clause 5 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Ruler Website unless otherwise indicated on the Ruler Website or unless given express written permission to do so by Ruler.
- 3.3 In order for us to provide the Service we may need to access the Client Website and interface with the programs associated with the Client Website. By proceeding with the Service, you grant us a non-exclusive, royalty free licence to interface with such software for all purposes set out in these Terms and Conditions (including our Privacy Notice).
- 3.4 You grant us a non-exclusive royalty free licence to use any content on the Client Website for any lawful purpose in connection with the delivery of our Service.
- 3.5 You shall indemnify Ruler for all costs, loss, damages, professional fees it suffers howsoever arising from any claims made by a third party against Ruler for any use made by Ruler of such third-party rights in accordance with these Terms and Conditions.

4. Ruler and Third Party Intellectual Property

- 4.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in images and descriptions used on the Ruler Website belong to Ruler and/or any third-party owners or licensors of any third-party apps and services we use for the purpose of delivering the Services as may be applicable.

5. Not used Links to Other Websites

The Ruler Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Ruler or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to

another site on this Ruler Website does not imply any endorsement of the sites themselves or of those in control of them.

6. Links to the Ruler Website

Should you wish to place a link to our Ruler Website you may do so only to the home page of the site <https://www.ruleranalytics.com> with prior permission of Ruler. Deep linking (i.e. links to specific pages within the site) requires the express written permission of Ruler. To find out more please contact us by email at info@ruleranalytics.com.

7. Use of Communications Facilities

- 7.1 You acknowledge that Ruler reserves the right to monitor any and all communications made to us or using our System.
- 7.2 You acknowledge that Ruler may retain copies of any and all communications made to us or using our System.
- 7.3 You acknowledge that any information you send to us through our System or post on the forums/chat or similar may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance in writing and we reserve the right to reject such terms and associated information.

8. Accounts

- 8.1 In order to procure Services on this Ruler Website you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon the Service you select. By accepting the Terms and Conditions you represent and warrant that:
 - 8.1.1 all information you submit is accurate and truthful;
 - 8.1.2 you have permission to submit Payment Information where permission may be required; and
 - 8.1.3 you will keep this information accurate and up-to-date. Your creation of an Account is further affirmation of your representation and warranty.
- 8.2 you accept we shall process your Account information in accordance with our Client Privacy Notice and Privacy Policy.
- 8.3 It is recommended that you do not share your Account details, particularly your username and password. Ruler accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared

computer, it is recommended that you do not save your Account details in your internet browser.

- 8.4 If you have reason to believe that your Account details have been obtained by another without consent, you should contact Ruler immediately to suspend your Account and cancel any unauthorised orders or payments that may be pending. Please be aware that orders or payments can only be cancelled up until provision of Services has commenced. In the event that an unauthorised provision commences prior to your notifying us of the unauthorised nature of the order or payment, Ruler accepts no liability or responsibility and you should make contact with the third-party service provider detailed in the Purchase Information or Ruler will suspend provision of Services and the withdrawal of any scheduled payments pending investigation. Following investigation, it shall be determined whether or not to cancel the Services and make a full or partial refund of the payment.

9. Termination and Cancellation

- 9.1 This agreement shall commence on the Effective Date and shall continue for the period as set out in the Order, unless otherwise terminated as provided in this Clause 9. Upon expiry, this agreement shall automatically renew annually for a fixed 12-month period, unless either party notifies the other, in writing, at least 90 days before the end of the then current term.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 9.2.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment
- 9.2.2 the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 9.2.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 9.2.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 9.2.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the

sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

9.3 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

9.4 On termination of this agreement for any reason:

9.4.1 all licences granted under this agreement shall immediately terminate;

9.4.2 each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;

9.4.3 Ruler shall in accordance with Data Protection Legislation destroy or otherwise dispose of any of the data connected with any Contact in its possession unless Ruler receives, no later than ten days after the effective date of the termination of this agreement, a written request from you to supply the same to you or your subcontractors. Ruler shall use reasonable commercial endeavours to deliver the back-up to you within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by Ruler in returning or disposing of Contact data; and

9.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

9.6 If Ruler terminates your Account, any current or pending orders or payments on your Account will be cancelled and provision of Services will not continue.

9.7 Ruler reserves the right to cancel orders or payments without stating reasons, for any reason prior to processing payment or commencing Services provision.

9.8 If orders or payments are cancelled for any reason prior to commencement of Services provision you will be refunded any monies paid in relation to those purchases.

9.9 If you terminate your Account any non-completed orders or payments will be cancelled and you will be refunded any monies paid in relation to those orders.

10. Payment/No Refunds

10.1 Any and all monies are due for payment on completion of the order or on the dates, or intervals specified in that order as may be appropriate, unless alternative arrangements are agreed between you and Ruler.

- 10.2 Interest will be charged on a daily basis at 3% above the base rate of the Bank of England prevailing at the time.
- 10.3 Subject to clause 9 Ruler does not refund any payments made on termination of your Account and provision of Services.

11. Services, Pricing and Availability

- 11.1 Whilst every effort has been made to ensure that all descriptions of Services available from Ruler correspond to the actual Services, Ruler is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether. Please refer to sub-Clause 13.4 for incorrect Services.
- 11.2 Where appropriate, you may be required to select a required package of Services.
- 11.3 Ruler does not represent or warrant that such Services will be available. Availability indications are not provided on the Ruler Website.
- 11.4 All pricing information on the Ruler Website is correct at the time of going online. Ruler reserves the right to change prices and alter or remove any special offers from time to time and as necessary.
- 11.5 In the event that prices are changed during the period between an order being placed for Services and Ruler processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price.

12. Provision of Services

- 12.1 Provision of Services shall commence when full payment has been received or as otherwise detailed in any separate terms & conditions pertaining directly to those Services.
- 12.2 Ruler shall use all reasonable endeavours to provide the Services with reasonable skill and care.
- 12.3 Provision of all Services shall be subject to the terms and conditions pertaining directly to those Services as specified on the Ruler Website or as notified by Ruler.
- 12.4 In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact us within 10 days to inform us of the mistake. Ruler will ensure that any necessary corrections to the Services provided are made within 7 working days.

12.5 Ruler reserves the right to exercise discretion with respect to any alterations to Services under the provisions of this Clause 12. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

12.5.1 Any use or enjoyment that you may have already derived from the Services;

12.5.2 Any characteristic of the Services which may mean that cessation of provision is impossible without significant further work on the part and at the expense of Ruler. Such discretion to be exercised only within the confines of the law.

13. Data Processing

13.1 Each party agrees that in respect of its processing of Contact Data in connection with the provision or receipt of the Services:

13.1.1 it will comply with the obligations set out below and the Data Protection Legislation; and

13.1.2 the Client and Ruler acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and Ruler is the data processor in respect of any processing by Ruler in accordance with the Data Instruction of Personal Data of the Contact.

13.2 The Client (as controller) is responsible for complying with Data Protection Legislation in respect of the collection and use of Contact Data for the purposes envisaged by the Agreement (including all Data Instructions), and for ensuring that it has a lawful basis for its intended use or processing of such Contact Data (including the uses required to be performed as envisaged by this Agreement).

13.3 The Client shall, in respect of its processing of Contact Data in connection with its use of the Services, ensure that:

13.3.1 it complies with its obligations under the Data Protection Legislation, and that it processes Contact Data in accordance with the requirements of Data Protection Legislation; and

13.3.2 the Client's Data Instructions for the processing of Contact Data by Ruler shall comply with Data Protection Legislation.

13.4 In respect of the Contact Data processed by Ruler on behalf of the Client, Ruler shall:

13.4.1 allow for audits by the Client or the Client's designated auditor of Ruler's systems and procedures relevant to the processing of Contact Data, subject to the following requirements:

- a. any audit report generated in connection with such an audit constitutes confidential information of the parties;

- b. any information accessed during such audit shall be confidential, and in the case of an audit carried out by the Client's auditor, the right to audit shall be subject to the auditor executing a confidentiality agreement acceptable to Ruler in respect of Ruler's confidential information before the audit;
 - c. before the commencement of any audit, the Client and Ruler shall mutually agree on the scope, timing, and duration of the audit.
- 13.4.2 ensure that personnel who have access to and/or process Contact Data are obliged to keep the Contact Data confidential;
- 13.4.3 implement appropriate technical and organisational measures, taking into account the nature and purposes of the processing, for the protection of the security of the Contact Data to protect against unauthorised or unlawful processing of Contact Data and against accidental loss or destruction of, or damage to, Contact Data, appropriate to the nature of the data to be protected, details of which are available from Ruler on request and which measures the Client shall have the opportunity to review and assess in accordance with its obligations under the Data Protection Legislation (subject to the Client keeping such information confidential). Ruler reserves the right to revise the technical and organisational measures at any time, without notice, provided that such revisions will not materially reduce the overall security provided for Contact Data that Ruler processes in the course of providing the Services;
- 13.4.4 maintain records and information regarding its processing activities in respect of the Contact Data to the extent required under the GDPR;
- 13.4.5 not transfer the Contact Data outside of the European Economic Area (EEA) without complying with the provisions of the Data Protection Legislation in respect of such transfer, save that where the Client uses or accesses the Services outside the EEA, it shall be the Client's responsibility to ensure that any access to or use of the Contact Data outside of the EEA which results in a transfer of such Contact Data outside of the EEA complies with the provisions of the Data Protection Legislation;
- 13.4.6 not transfer the Contact Data outside of the European Economic Area (EEA) without complying with the provisions of the Data Protection Legislation in respect of such transfer, save that where the Client uses or accesses the Services outside the EEA, it shall be the Client's responsibility to ensure that any access to or use of the Contact Data outside of the EEA which results in a transfer of such Contact Data outside of the EEA complies with the provisions of the Data Protection Legislation;
- 13.4.7 notify the Client without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Contact Data transmitted, stored or otherwise processed by Ruler in respect of the Services, of which Ruler becomes aware;

- 13.4.8 notify the Client without undue delay if Ruler becomes aware of any personal data breach or of any request or objection from a data subject pursuant to the Data Protection Legislation relating to the Contact Data;
- 13.4.9 notify the Client without undue delay if Ruler becomes aware of any personal data breach or of any request or objection from a data subject pursuant to the Data Protection Legislation relating to the Contact Data;
- 13.4.10 only process Contact Data on the Client's behalf where and to the extent necessary to provide the Services and otherwise to perform its obligations under the Agreement, and only in accordance with the terms of the Agreement, any additional applicable Data Instruction, and any additional reasonable instructions of the Client (provided that such instructions are within the scope of Ruler's obligations under the Agreement) unless otherwise required by law or any regulatory body;
- 13.4.11 provide the Client with reasonable cooperation and assistance as may be required to fulfil the Client's obligation under the GDPR to carry out a data protection impact assessment related to Client's use of the Services, to the extent that the Client does not otherwise have access to the relevant information, and to the extent that such information is available to Ruler. Ruler reserves the right to require the Client's written agreement to pay Ruler for such assistance;
- 13.4.12 reasonably assist the Client, at the Client's cost, in ensuring compliance with its obligations under the Data Protection Legislation with respect to consultations with supervisory authorities or regulators;
- 13.4.13 reasonably assist the Client, at the Client's cost, in ensuring compliance with its obligations under the Data Protection Legislation with respect to consultations with supervisory authorities or regulators;
- a. the audit is carried out at the Client's cost and Ruler reserves the right to require the Client's written agreement to pay Ruler for any time expended by Ruler in connection with any such audit, at Ruler's then current professional services rates, which shall be made available to the Client on request, which costs shall be reasonable, taking into account the resources expended by Ruler; and
 - b. the Client or auditor carrying out the audit (as applicable) complies with any reasonable requirements or security restrictions that Ruler may impose to safeguard its systems, personal data it holds on behalf of other customers and its own confidential or commercially sensitive information and to avoid unreasonable disruption to Ruler's business and operations;
- 13.4.14 to the extent that the Client, in its use of the Services, does not have the ability to address a request from a data subject to exercise the data subject's rights under the Data Protection Legislation (including requests for access to personal data; rectification or erasure of personal data; restrictions of processing personal data; and portability of personal data) (a Data Subject Request) in respect of Ruler's processing of Contact Data, Ruler shall, upon the Client's request, insofar as is possible, provide

commercially reasonable assistance, at the Client's cost, to facilitate such Data Subject Request;

13.4.15 to the extent that the Client, in its use of the Services, does not have the ability to address a request from a data subject to exercise the data subject's rights under the Data Protection Legislation (including requests for access to personal data; rectification or erasure of personal data; restrictions of processing personal data; and portability of personal data) (a Data Subject Request) in respect of Ruler's processing of Contact Data, Ruler shall, upon the Client's request, insofar as is possible, provide commercially reasonable assistance, at the Client's cost, to facilitate such Data Subject Request;

14 Processors

14.1 Ruler may use the following types of processors who may process Contact Data in connection with the Services:

14.1.1 data centres

14.1.2 providers of cloud storage

14.1.3 telecommunication providers

details of which providers are available on request to the Client provided the Client is not a competitor of Ruler. The Client acknowledges that such information is strictly confidential.

14.2 The Client consents to Ruler appointing the processors set out in clause 14.1 above as a processor of Contact Data under the Agreement, and Ruler shall have in place a written contract with such processors in respect of the processing of Contact Data.

14.3 Ruler will notify the Client of any intended changes or replacements to any such processors or any additional processors, such information to be kept strictly confidential. Within a period of 30 days of the date of notification of such changes, the Client may object to any such changes to any such processor on reasonable grounds, in which event either party shall have the right to terminate the relevant Order Form with respect only to those Services which cannot be provided by Ruler without the use of such processor, on giving the other party 30 days notice, without liability to the other party. If the Client has not objected to any such changes within a period of 30 days of the date of the notification of the changes, the Client shall be deemed to have accepted such changes.

15 Client's obligations

15.1 The provision of the Services requires the Client to implement the Tracking Mechanism on the Client Website for the purposes of setting cookies on the Website Visitor's device and sending data about the Website Visitor to Ruler. Details of such cookies are available from Ruler.

15.2 It is the Client's responsibility (as controller) to determine the lawful grounds under the Data Protection Legislation for the collection of the Contact Data, and for the Client

and Ruler to use the Contact Data for the purposes envisaged by the Agreement and any Data Instruction.

15.3 The Client warrants that it shall not send any Contact Data to Ruler via, or in connection with its use of, the Services, that is collected by the Client outside of an agreed Data Instruction (Additional Contact Data) unless expressly agreed in writing by Ruler and the parties have agreed the terms of such transfer. The Client acknowledges and agrees that Ruler may use detection techniques to identify any personal data (including any data which may constitute personal data when combined with data processed by Ruler) which may have been submitted by the Client to Ruler using the Services as Additional Contact Data, and in the event, that any such personal data is identified, Ruler reserves the right to delete such personal data without reference to the Client.

15.4 Ruler shall have no liability to the Client in respect of any damage to or deletion or loss of Additional Contact Data, or any effect that the deletion of such Additional Contact Data may have on the Client's use or the performance of the Services.

15.5 The Client warrants that it shall have lawful grounds under the Data Protection Legislation, and shall obtain all consents and permissions that may be required, and provide all fair processing information required, under the Data Protection Legislation, and any other Applicable Laws relating to the processing of personal data, privacy and the protection of electronic communications, for:

15.5.1 the lawful collection, processing and use of the Contact Data:

- a. by Ruler (including via cookies placed on the Website Visitor's device in respect of their visit to the Client Website) for the duration and purposes envisaged by the Agreement and any Data Instruction; and
- b. by the Client in respect of the Client's processing of the Contact Data; and
- c. for the deployment of cookies, via the Tracking Mechanism installed on the Client Website, on the Website Visitor's device in respect of their visit to the Client Website to the extent necessary for Ruler to perform the Services and perform Ruler's obligations in accordance with the Agreement.

15.5.2 If the Client requires Ruler to transfer any Contact Data to a third-party provider engaged by the Client, it shall be the Client's responsibility (as controller) to ensure and the Client warrants that it has:

15.5.3 lawful grounds under the Data Protection Legislation for Ruler to transfer the Contact Data to the relevant third-party provider; and

15.5.4 a data processing agreement in place with such provider, and the Client acknowledges and agrees that Ruler has no control over and shall have no liability in respect of how the data is processed by such provider.

15.6 Where Call Recordings have been activated for the Client, the Client warrants that it shall:

15.6.1 ensure that the recorded privacy notice or message to be played to Callers using Designated Numbers (as referred to in the Client Privacy Notice) complies with, and provides all necessary information required under, Applicable Laws (including all Data Protection Legislation), and to ensure that it has a lawful basis for processing Call Recordings before such facility is turned on and used;

15.6.2 ensure that the use of the Call Recording facility complies with the Payment Card Industry Data Security Standard issued and amended from time to time by the Payment Card Industry Security Standards Council as applicable; and

15.6.3 ensure that it applies appropriate security measures to its export of any Call Recordings.

15.6.4 The Client shall indemnify Ruler against any claims, actions, proceedings, losses, liabilities, damages, fines, penalties, costs and expenses (including any reasonable legal and other professional fees) suffered or incurred by or awarded against Ruler arising out of or in connection with any breach by the Client of its obligations under clause 15.

16. Data Protection Legislation

16.1 The parties acknowledge that:

16.1.1 the deadline for implementation of the General Data Protection Regulation may occur during the Term;

16.1.2 as at the Commencement Date legislation relating to certain aspects of the General Data Protection Regulation has not been implemented;

16.1.3 the Information Commissioner and other regulators have not issued guidance in relation to their requirements in relation to the General Data Protection Regulation; and

16.1.4 the United Kingdom may leave the European Union during the Term, which may result in changes to the Data Protection Legislation.

16.2 In light of the factors set out in clause 16.1, the parties agree that if there are changes to the Data Protection Legislation or related guidance from regulators during the Term which require either party to take additional steps to enable compliance with their regulatory obligations, the parties shall review the provisions of this clause 13 and shall negotiate in good faith to agree changes to such clauses to enable compliance with updated Data Protection Legislation or related guidance from the Information Commissioner or other relevant regulators.

17. Privacy

17.1 Use of the Ruler Website is also governed by our privacy policy (“Privacy Policy”)

<https://www.ruleranalytics.com/privacy-policy/> which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

If you supply us with Personal Data belonging to your Contacts you shall have first obtained the lawful basis for processing such data and if this includes consent shall have secured such consent prior to sharing their data with third parties including ourselves and you shall indemnify us against all losses, costs, claims, damages and expenses incurred by us as a result of any failure by you to secure such consent.

17.2 The Ruler Website places cookies onto your computer or device. Full details of the cookies used by the Ruler Website and your legal rights with respect to them are included in our Cookie Policy <https://www.ruleranalytics.com/cookie-policy/>. By accepting these terms and conditions, you are giving consent to Ruler to place cookies on your computer or device. Please read the information contained in the Cookie Policy prior to acceptance.

18. Warranties and Disclaimers

18.1 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

18.2 Ruler warrants that, having regard to the state of technological development and the cost of implementing any measures, it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage.

18.3 The Client acknowledges that Ruler is reliant on the Client for direction as to the extent to which Ruler is entitled to use and process the Personal Data. Consequently, Ruler will not be liable for any claim brought by a Contact arising from any action or omission by Ruler, to the extent that such action or omission resulted directly from the Client's Data Instructions.

18.4 Ruler makes no warranty or representation that the Service will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service or Services.

- 18.5 No part of this Ruler Website is intended to constitute advice and the Content of the Ruler Website should not be relied upon when making any decisions or taking any action of any kind.
- 18.6 No part of the Ruler Website is intended to constitute a contractual offer capable of acceptance.
- 18.7 Whilst Ruler uses reasonable endeavours to ensure that the Ruler Website is secure and free of errors, viruses and other malware, all Contacts are advised to take responsibility for their own security, that of their personal details and their computers.

19. Changes to the Service and these Terms and Conditions

Ruler reserves the right to change the Ruler Website, the Service and its Content or these Terms and Conditions at any time. You will be notified of such changes and shall be bound by such changes if you confirm your agreement or otherwise continue to use the Website and Service following such notice of the changes. If Ruler is required to make any changes to Terms and Conditions by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

20. Availability of the Ruler Website

- 20.1 The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 20.2 Ruler accepts no liability for any disruption or non-availability of the Ruler Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

21. Limitation of Liability

- 21.1 To the maximum extent permitted by law, Ruler accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Ruler Website, the Service or any information contained therein. You acknowledge your use of the Ruler Website and its Content is at your own risk.
- 21.2 Nothing in these Terms and Conditions excludes or restricts Ruler’s liability for death or personal injury resulting from any negligence or fraud on the part of Ruler.
- 21.3 Subject to clause 21.1 nothing in these Terms and Conditions excludes or restricts Ruler’s liability for any direct loss or damage arising out of the incorrect provision of

Services PROVIDED THAT Ruler's liability for the same shall be limited to the amount paid by the Client for the use of services during the preceding 3-month period.

- 21.4 Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

22. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

23. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

24. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Ruler.

25. Communications

- 25.1 All notices / communications shall be given to us either by post to our Premises (see address above) or by email to info@ruleranalytics.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.
- 25.2 Ruler may from time to time send you information about our products and/or services. If you do not wish to receive such information, please "click on the 'Unsubscribe' link in any email which you receive from us."

26. Law and Jurisdiction

These Terms and Conditions and the relationship between you and Ruler shall be governed by and construed in accordance with the Laws of England and Wales and Ruler and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Appendix 1

Data Protection Details

Categories of data	<p>Information submitted by the Client's customer or visitor to the Client's website which is collected during a telephone call or from forms accessed by the customer or visitor when accessing the Client's website. The information may include the customer's name, email, phone number, address and personal information about the customer. Data is captured from form submissions, phone numbers, phone calls and the page journey the Contact takes as well as information about the browser and device used. The data may include sensitive personal data such as details about the customer's health. The client determines what personal data is collected by specifying which form fields are required and what questions we ask the customer or visitor in the form of Data Instructions</p>
Categories of Data Subjects	Visitors / Contacts of client's websites.
Processing Operations	<p>Ruler matches the information from the form or phone call with the marketing source over multiple website touch points. This involves tracking the Contacts page visit journey through the website as well as form fills and phone calls which produces a report listing the marketing source for each enquiry. Based on your specific requirements Ruler collects the personal information of individuals who visit your website via form submissions placed by us on your website such as name, e-mail, phone number etc. You are able to select the fields you wish to collect and not collect. Ruler processes this data and matches it with marketing source and page journey information for your marketing measurement purposes.</p> <p>Ruler captures inbound phone numbers from phone calls and a Call Recording (optional). Ruler processes this data and matches it with marketing source and page</p>

	journey information for marketing measurement purposes.
Location of Processing Operations	All of our data is stored within the UK and European Economic Area (EEA), using Amazon Web Services. https://aws.amazon.com/compliance/
Identity of sub-contractors	There are no sub-contractors involved in the processing of marketing or personal information other than Amazon Web Services.
Purposes	The data is processed for the purpose of reporting to the Client the effectiveness of their marketing activity. The Ruler service is used to provide marketing measurement analysis. Ruler doesn't do anything else with this information.