LETTING AGENT TERMS OF USE

Keysafe Tenant Vetting Limited is registered in England and Wales under company number 14527698 and its registered office is at Witan Gate House, 500–600 Witan Gate West, Milton Keynes, MK9 1GF ("**we**", "**us**" or "**our**").

We own, operate and provide a platform, Connect365 ("**Platform**"), to enable letting agents ("**you**" or "**your**") to request verifications of prospective tenants and/or guarantors ("**Services**"). We produce a referencing report based on these verifications ("**Report**").

1. Acceptance

1.1. The Platform, Report and Services are made available to you subject to this agreement. This agreement constitutes a legally binding contract between you and us.

1.2. By accessing the Platform or by using the Services in any manner, you signify your acceptance of this agreement. If you do not agree to the terms of this agreement, you must stop using the Platform and the Services.

1.3. We may amend the terms of this agreement from time to time without notice and at our discretion. If we do, we will publish the amended agreement on the Platform and the amended agreement will take effect no less than 7 days from the date on which we publish the amendments. By continuing to use your account and accessing the Services after the new changes have taken effect, you indicate your acceptance to the amended agreement.

1.4. Any individual who is the subject of your verification request ("**Applicant**") must accept our Applicant Terms of Use available on our website, as updated from time to time ("**Applicant Terms of Use**").

2. The Service

2.1. Each time you wish for us to provide the Services, you must place an order ("**Order**") using the online ordering process on the Platform. We shall not be obliged to accept any order for Services which is submitted to us by any other method.

2.2. Following a properly submitted Order, we will perform the Services and produce a Report, which will be sent to your email address and will be available for you to view on the Platform. The Report will be produced in line with our tenancy application referencing criteria, available to view on our Platform.

2.3. We shall use our reasonable endeavours to ensure that the Report is provided to you as soon as possible, however time of delivery of the Report is not of the essence and we shall not have any liability to you for any failure to provide you with the Report within any quoted timescale.

2.4. You hereby acknowledge that we may from time to time change the form and/or content of the Services and/or upgrade or modify any of the methods used to access or use the Platform and/or Services. In such circumstances, we shall use our reasonable endeavours to give you prior notice in writing of such changes, upgrades or modifications.

3. Your obligations and conditions of use

3.1. You shall:

3.1.1. ensure that all information requested about an Applicant on the Platform is provided to us at the time of you submitting an Order;

3.1.2. ensure that the Applicant is aware their personal data will be used by us to complete the Services and has provided their consent for us to do this;

3.1.3. ensure that all information provided to us has been obtained directly from the Applicant and has not been altered in any way;

3.1.4. be responsible for ensuring the completeness and accuracy of the information which you provide on the Order (and you hereby warrant its completeness and accuracy to us);

3.1.5. if applicable, ensure that your staff are suitably trained and understand how to access the Services before allowing them to use the Services;

3.1.6. comply with all applicable law, regulations, codes and sanctions;

3.1.7. permit examination of relevant documents and records by us, and provide oral or written explanations and other reasonable assistance at any reasonable time to us, and to any authority or organisation to which we are subject;

3.1.8. co-operate fully with us in the investigation and resolution of any complaints from the Applicant or Applicant's prospective landlord and provide our details to any complainant who wishes to complain about the Services, Report or Platform;

3.1.9. not rent, lease, sub-licence, loan, copy, modify, adapt, merge, translate, disassemble, or create derivative works based on the whole or any part of the Services;

3.1.10. not produce, alter or amend any forms, references or Reports or any other documentation provided to you during the Services without express prior permission from us in writing;

3.1.11. not sell any part of the Services to third parties nor distribute forms and other materials to third parties for sale or resale whether as part of a package or as a separate product; and

3.1.12. only use the Services for the purpose of assessing an Applicant's suitability to become a tenant and/or guarantor in relation to a residential property.

3.2. If you provide a copy of the Report to the Applicant's prospective landlord, you will provide it in full and without alteration, and you will include a statement that we do not accept any liability to the landlord. Notwithstanding the above, you may redact parts of the Report where it is reasonable to do so.

3.3. Whilst our Reports contain the results of anti-money laundering checks conducted on Applicants, you acknowledge and agree that the responsibility for reviewing, interpreting, and acting upon the information contained in our Reports, including compliance with any legal, regulatory, or reporting obligations in respect of anti-money laundering requirements, rests solely with you.

3.4. You accept full responsibility for complying with all regulatory and other applicable legal requirements in relation to your dealings with any Applicant together with all responsibility for any consequences arising from your failure to comply with this agreement, applicable laws or for any acts, errors, omissions or negligence on your part.

3.5. You must not breach our security or do anything that could harm our Platform or Services. In particular, you must not:

3.5.1. interfere with or disrupt the operation of the Services or access to it;

3.5.2. transmit or otherwise make available in connection with the Services any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or programme that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;

3.5.3. attempt to circumvent any security measures or otherwise gain unauthorised access to or interfere with any third party's online resources or systems including by any form of hacking or penetration testing;

3.5.4. use the Services or Platform in any way that may pose a security risk to the Services or may adversely impact the Services or the systems of another use of the Services;

3.5.5. restrict or inhibit the ability of any other person to access or use the Platform or the Services; or

3.5.6. test or reverse engineer the Platform to find limitations, vulnerabilities or other weaknesses in the Platform or the Services.

3.6. You must not infringe our rights. In particular, you must not:

3.6.1. do anything that is likely to bring us into disrepute during the course of your use of the Services;

3.6.2. copy, modify, adapt, translate or create derivative works of the Platform or the Services or any information, content, material or data on the Platform except as expressly permitted by these terms;

3.6.3. monitor the Platform or its availability, performance or functionality for any competitive purpose;

3.6.4. remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Platform;

3.6.5. scrape the Platform or use any software, devices, robots, scripts or other means or processes to scrape the Platform or extract information from the Platform or the Services;

3.6.6. imply or state that you are affiliated or endorsed by us without our express consent; or

3.6.7. engage in framing, mirroring, or deep linking of the Platform.

3.7. We may temporarily or permanently limit or restrict your access and use of the Platform or the Services if we consider that:

3.7.1. you have breached, or we reasonably suspect you may have breached, any provision of this agreement; or

3.7.2. it is reasonably necessary from time to time in connection with any actual or perceived security threat to the Platform or the Services.

4. Your use the Services

4.1. We grant you a non-exclusive, non-transferable, revocable right to access the Platform and use the Services during the term of this agreement solely for your internal business purposes and such other purposes as we may authorise in writing, subject to your compliance with this agreement ("**Use**"). The Use is personal to you and you must not attempt to transfer the right to any third party. All rights not specifically granted hereunder are reserved by us.

5. Security

5.1. We will provide you with a unique username and password which you may use to access the Platform ("**Security Information**").

5.2. You must keep your Security Information secure and take all reasonable precautions to prevent unauthorised or fraudulent use of them.

5.3. You must not disclose your Security Information to any third party or record your Security Information in any way that may result in them becoming known to any third party.

5.4. You will not permit any third party to use the Service or (through your acts or omissions) enable any third party to access the secure parts of the Platform.

5.5. Any failure by you to comply with your obligations under this clause 5 shall be deemed to be a material breach of this agreement.

6. Compliance

6.1. You and we shall:

6.1.1. comply with all applicable law relating to anti-bribery, prevention of fraud, anti-facilitation of tax evasion and anti-slavery including without limitation the Bribery Act 2010, Economic Crime and Corporate Transparency Act 2023, the Criminal Finances Act 2017 and the Modern Slavery Act 2015 ("**Relevant Requirements**");

6.1.2. have and maintain in place throughout the term of this agreement policies and procedures, including without limitation adequate procedures under the Bribery Act 2010 and reasonable prevention procedures under Economic Crime and Corporate Transparency Act 2023 and the Criminal Finances Act 2017 to ensure compliance with the Relevant Requirements, and enforce them where appropriate;

6.1.3. promptly report to the other party:

6.1.3.1. any breach, or potential breach, of the Relevant Requirements;

6.1.3.2. actual or suspected slavery or human trafficking in a supply chain which has any connection with this agreement;

6.1.3.3. any request or demand for any undue or suspicious financial or other advantage of any kind received in connection with the performance of its obligations under this agreement; or

6.1.3.4. any request or demand from a third party to facilitate the evasion of tax in connection with the performance of the complying its obligations under this agreement.

7. Costs and payments

7.1. You shall pay all applicable charges in accordance with this agreement and any other applicable payment terms or conditions that we may agree with you.

7.2. The charges for the Services shall be agreed between you and us in writing. We shall invoice you at the end of each month in accordance with the agreed charges for all Orders completed during that month.

7.3. You shall pay each invoice submitted to you within 30 days of receipt to a bank account nominated in writing by us from time to time.

7.4. All amounts are payable in pounds sterling and are exclusive of tax, including value added tax, which shall be payable by you and added to our invoices where applicable.

7.5. Without limiting any other remedy available to us under this agreement or at law, if you fail to pay the fees and charges in accordance with clause 7.3:

7.5.1. we may suspend the provision of all or part of the Services and access to the Platform; and

7.5.2. you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.5.2 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7.6. We may adjust our charges and standard pricing schedule on not less than three months' written notice to you.

8. Confidentiality

8.1. You and we shall treat any information relating to the other party and its business as confidential, except as necessary to fulfil our respective obligations in the conduct of the Services and except as required by law or regulatory authority.

8.2. This clause will not apply to information which was rightfully in the possession of such party prior to this agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious.

8.3. The provisions of this clause 8 shall continue to apply notwithstanding the termination of this agreement.

9. Term and termination

9.1. This agreement and your Use commences on the date you sign up to the Platform and create an account to use the Services and shall continue unless terminated earlier in accordance with this clause 9.

9.2. Either party may terminate this agreement with immediate effect if:

9.2.1. a party commits a material breach and if capable of remedy, fails to remedy the breach within fourteen (14) days of being notified by the other party requiring it to do so with particulars of the breach; or

9.2.2. a party enters into liquidation (apart from solvent liquidation for the purposes of amalgamation or reconstruction), is dissolved, is declared bankrupt, has a receiver, administrator or administrative receiver appointed over all or part of its assets, enters into an arrangement with its creditors, or takes or suffers any action similar to those set out above.

9.3. On termination or expiry of this agreement:

9.3.1. your Use will automatically cease and you must immediately stop using the Services and cease accessing the Platform;

9.3.2. each party must return or destroy all confidential information of the other party in its care, custody or control to the other party;

9.3.3. accrued rights are not affected; and

9.3.4. any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after the termination of this agreement shall remain in full force and effect.

10. Data protection

10.1. Both you and we shall comply with our respective obligations as set out in Schedule 1 “Data Protection”.

11. Our liability

11.1. We give no warranties, assurances or guarantees:

11.1.1. that access to and use of the Platform or the Services will be uninterrupted or error free;

11.1.2. that the Platform or the computer servers from which the Services are made available, are free of viruses or other harmful components. You are responsible for implementing

appropriate processes, systems and procedures to protect yourself and your devices from these types of issues; and

11.1.3. as to the accuracy, content, timeliness, completeness, reliability, quality or suitability of the Platform, the Services, the Report and any other information, materials or content accessed via the Platform or otherwise made available in connection with the Services.

11.2. You acknowledge and agree that:

11.2.1. the operation of the Platform and the Services is dependent upon the proper and effective functioning of the internet and other third-party equipment and services, and we do not guarantee and will not be liable for these in any way;

11.2.2. the Services are provided by us to you on an "as is" basis and we give no warranty as to the accuracy of the Services. It is your responsibility to ensure that the Platform and the Services are suitable for your intended purposes;

11.2.3. we shall not be liable for the acts or omissions of information provided by our third-party service providers in providing the Services. We have not and cannot verify the accuracy of the information provided by third-party service providers;

11.2.4. the Report and Services is not, nor is intended to be, conclusive evidence as to any person's suitability to rent a property. The overall tenancy decision rests with you and that our Services is only one factor in that decision-making process. You must make your own decision based on your own assessment of the Applicant and any other information that you consider relevant in the circumstances; and

11.2.5. we do not and cannot guarantee or warrant that an Applicant will at any time comply with any terms of the tenancy agreement. We shall not be liable for any loss or damage suffered or incurred by any person (whether directly or indirectly) as a result of or in connection with an Applicant failing to comply with any terms of the tenancy agreement.

11.3. We shall not be in breach of contract or otherwise liable to you for any failure to perform or any delay in performing our obligations under this agreement or in respect of the Services if and to the extent that such failure or delay is due to any failure or delay by you or an Applicant to comply with this agreement or to provide us with reasonable assistance and cooperation in connection with the Services, or any other circumstances outside our reasonable control.

11.4. Nothing in this agreement limits any liability which cannot legally be limited. Subject to this:

11.4.1. our maximum aggregate liability under and/or in connection with this agreement in contract, tort (including negligence) for all acts and omissions of us and our employees, agents and contractors shall be limited to your direct losses and shall in no event exceed the fees paid by you to us under this agreement in the 6 months before the claim arose;

11.4.2. neither party shall be liable under or in connection with this agreement in contract, tort (including negligence) or otherwise for loss of profit or indirect or consequential loss; and

11.4.3. all conditions, warranties, representations or other terms that might otherwise be implied into this agreement by statute, common law or otherwise in relation to the Platform, Report and Services are excluded from this agreement to the fullest extent permitted by law.

12. Indemnity

12.1. You shall indemnify us, keep us indemnified and hold us harmless against any liability, claims, loss, damage, costs (including legal costs), and expenditure we suffer or incur, or may suffer or incur in respect of, arising out of or otherwise connected with:

12.1.1. any failure by you to observe any of your obligations contained in this agreement;

12.1.2. any failure by you to comply with clause 3.2 resulting in any claims by the Applicant's prospective landlord in relation to the Report;

12.1.3. any failure by you to comply with your obligations under clause 5; and

12.1.4. any misrepresentation, negligence, dishonesty, misconduct or fraud by your, your employees or representatives.

13. Intellectual property

13.1. All intellectual property rights, title and interest in and to the Services, Platform and Reports and otherwise created by us in the course of performing the Services are retained by us and

other than your Use, nothing in this agreement grants you any right, title or interest in the Services, Platform or Reports.

13.2. We retain all intellectual property rights in any modifications to the Platform or Services regardless of whether those modifications are made based on feedback by you or if you have paid for those modifications. If you or your Applicants provide any feedback, comments or suggestions concerning the functionality or performance of the Services or Platform, and we implement a change suggested by that feedback, you hereby assign all rights, title and interest in the feedback to us.

13.3. All data provided by you to us will remain your property and other than as set out in this clause 13.3, nothing in this agreement grants us any intellectual property rights in your data. You grant us a non-exclusive, global licence (including the right to sublicense) to exercise the intellectual property rights in your data to the extent required to perform the Services and to improve the Services, including to use and modify your data, as necessary.

13.4. We may disclose the fact that you are a customer of ours and may use your logo and trademarks in the user journey, on emails to other customers, on our website and in marketing materials. Your trademarks and logos will remain, as between you and us, your sole and exclusive property. Other than as set out in this clause 13.4, each party must not use the trademarks or logos of the other party except with prior written consent.

14. Service of notices

14.1. Any notices to be given under this agreement shall be sent by first class post, or by hand to the registered office of the party to be served or such other address as shall be notified by a party for this purpose.

14.2. Any notice account or other written communication posted shall be deemed to have been received 48 hours after it has been posted.

15. Insurance

15.1. We are an introducer of Tenant Shop, who offer landlord's rent and protection insurance ("**Insurance**").

15.2. You shall provide details of the Insurance to the Applicant's prospective landlord and other customers ("**Landlords**") following use of the Services. Where a Landlord expresses interest in the Insurance, you shall:

15.2.1. provide the Landlord with Tenant Shop's contact details and the details contained in clause 15.3;

15.2.2. disclose to the Landlord the principle of a fee or commission being paid to us for each successful referral; and

15.2.3. provide us with information and assistance in the event that any Landlord or regulatory authority complains or seeks information about the Insurance or this Agreement and/or the Services.

15.3. Tenant Shop offer the Insurance, which is administered by Payment Shield, arranged on customer's behalf by Arc Legal Assistance Ltd and Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance plc. Further details can be found here.

Tenant Shop is a trading style of Tenant Shop Services Limited (company number 07162966), which is authorised and regulated by the Financial Conduct Authority (registration number 741081). Tenant Shop is an appointed representative of Albany Park Limited (company number 04296341), which is authorised and regulated by the Financial Conduct Authority (registration number 304130).

Paymentshield Limited (company number 02728936) is authorised and regulated by the Financial Conduct Authority (registration number 312708).

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority (registration number 305958).

Legal Insurance Management Ltd is authorised and regulated by the Financial Conduct Authority (registration number 552983).

16. Queries or complaints

16.1. If you wish to discuss or register a complaint about the Platform, Services or Report, please contact Gareth Fowler by sending an email to gareth@keysafetv.com.

17. Other provisions

17.1. Rights of third parties: a person who is not party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

17.2. Incorporation of third party terms: the following third party terms are incorporated by reference:

17.2.1. Salt Edge: https://www.saltedge.com/pages/dashboard_terms_of_service

17.2.2. TransUnion: https://www.transunion.co.uk/legal/consumer-centre

17.2.3. YotiSign: https://www.yoti.com/terms/

17.3. Assignment and other dealings: we may assign our rights and/or subcontract our obligations under the agreement to any other person at any time. You may not assign or transfer any of your rights or obligations under the agreement without our prior written consent.

17.4. Enforceability: if any provision of this agreement is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision illegal, invalid or unenforceable under the law of any jurisdiction, this shall not affect or impair the legality, validity or enforceability of the remaining provisions.

17.5. Force majeure: neither party shall be liable for any delay or non-performance of its obligations under this agreement caused by an event beyond its control.

17.6. Waiver: if we fail to insist that you meet your obligations under this agreement or if we do not enforce our rights against you or if we delay in doing so, that will not mean that we have waived our rights against you and it does not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing and that will not mean that we will automatically waive any later default by you. Even if we delay in enforcing our rights under the agreement, we may still enforce our rights later.

17.7. Entire agreement: this agreement constitutes the entire agreement and understanding between you and us relating to your access to and use of the Services and Platform.

17.8. No reliance: you acknowledge and agree that you do not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by us or any other person except as expressly set out in the agreement, in respect of which your sole remedy shall be for breach of contract

17.9. **Governing law and jurisdiction**: the construction, validity and performance of this agreement shall be governed in all respects by English Law and any proceedings arising out of or connected with this agreement shall be subject to the exclusive jurisdiction of the English Courts.

Schedule 1 Data Protection

1. For the purpose of this Schedule and clause 1o of the agreement only, the following definitions apply:

Controller, Processor, Data Subject, Personal Data Breach, Processing and Appropriate Technical and Organisational Measures	have the meaning given in the Data Protection Laws;
Data Processing Services	the services described in appendix 1;
Data Protection Laws	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the ICO or other relevant regulatory authority and applicable to a party;
Group Companies	shall have the same meaning as a "group undertaking" under section 1161(5) of the Companies Act 2006;
UK GDPR	the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

DATA PROTECTION AND SECURITY

2. In performing its obligations under this agreement, each party shall comply with Data Protection Laws and not, by any act or omission, put the other party in breach of any of Data Protection Laws.

3. We shall only Process Personal Data for the purpose of performing the Data Processing Services during the term of the agreement on documented instructions that you may give us from time to time (email instruction is sufficient). You shall ensure that any such instructions comply with all applicable laws.

4. We shall promptly inform you if we believe that any instruction provided by you infringes Data Protection Laws.

5. We may nevertheless Process the Personal Data as in conflict with or outside of the instructions provided by you if a failure to do so would infringe or potentially infringe any applicable laws.

6. Notwithstanding any provision to the contrary, you acknowledge and agree that we may take all steps that we in our sole discretion (acting reasonably and in good faith) determine is necessary in order for us to comply with Data Protection Laws and we shall be relieved from any and all liability to you under such circumstances. This shall include, but not be limited to us having the right to notify any relevant supervisory authority of any circumstance that has arisen in relation the Processing of Personal Data under the agreement, but only to the extent that we (acting reasonably and in good faith) believe that this is necessary in order to comply with Data Protection Laws.

7. We shall 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 Processed under this agreement in such a way as to comply with Data Protection Laws.

8. We shall ensure that the measures to be taken pursuant to paragraph 1.7 are appropriate having regard to:

    a) the nature of the Personal Data and the scope, context and purposes of the Processing and the likelihood and severity of the risks to Data Subjects that are presented by the Processing of such Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed; and

    b) the state of technological development and the cost of implementing such measures.

RECORD-KEEPING & AUDITS

9. We shall maintain a record of our Processing activities under this agreement and the measures implemented under paragraph 1.7.

10. Each party shall provide the other with such information as the other party reasonably requests from time to time to enable such other party to satisfy itself that the party responsible for providing this information is complying with its obligations under this Schedule 1.

11. Subject to paragraph 1.12, each party shall make available to the other party all information necessary to demonstrate compliance with its obligations stated in this agreement and allow for the other party (including its agents and external auditors) to access its premises, information and systems as reasonably required to audit compliance with this agreement. The cost of such audit is to be paid by the party requesting the audit.

12. Any such audit under paragraph 1.11 shall be upon a minimum of ten (10) business days prior written notice, subject to provisions of confidentiality as set out in this agreement and not conducted unreasonably or to unreasonably disrupt the other party's business, operations, or services.

RETENTION & DELETION

13. We shall only retain the Personal Data provided by you in accordance with any retention periods stated in Appendix 1, as otherwise required in accordance with Data Protection Laws or any other Applicable Laws, or which is otherwise required for our performance of our obligations or the exercising of our rights under this agreement.

14. At any time including upon termination or expiry of this agreement, upon written request, we shall:

    a) deliver up all relevant Personal Data held in connection with this agreement; and/or

    b) promptly and securely delete or destroy all such Personal Data (except for any Personal Data retained in accordance with paragraph 1.13).

DATA TRANSFERS

15. We shall not transfer:

    a) your Personal Data outside the European Economic Area without your prior written consent; or

    b) or permit the Processing of your Personal Data by any third party (excluding our Group Companies) without your prior written consent.

16. We shall procure that any sub-processors who have access to Personal Data approved by you in connection with this agreement shall be subject to binding contractual obligations which are

substantially similar to the terms of this Schedule 1 and we shall be liable for all acts and omissions of such sub-processors in relation to the Processing of such Personal Data..

17. Nothing in this agreement shall prevent or restrict the other party from subcontracting when a party is acting as Controller.

NOTIFICATIONS & ASSISTANCE

18. A party shall notify the other without undue delay of:

    a) receiving any complaint, notice or communication which relates directly or indirectly to the Processing of your Personal Data or to either party's compliance with Data Protection Laws, except where such notification would breach applicable law; and

    b) a Personal Data Breach, including a full description including the dates and times of how it became aware, the type(s) of Personal Data affected and the categories and approximate number of Data Subjects concerned.

19. Each party shall provide reasonable assistance requested by the other party from time to time in relation to any investigation of a suspected Personal Data Breach or in undertaking any data protection impact assessments and consultation with a regulatory authority.

GENERAL

20. We shall provide reasonable assistance, as requested by you from time to time in undertaking any data protection impact assessments and consultation with a supervisory authority that you may reasonably decide to undertake.

21. We shall ensure that our personnel, to the extent that they are involved in the Processing of Personal Data in connection with this agreement, shall be subject to appropriate binding obligations to protect the confidentiality of such Personal Data.

22. Nothing in this agreement shall prevent us from using or dealing with any data for any purpose which we acquire through a source other than you, even if we also receive such data from you pursuant to the agreement.

23. Nothing in this agreement shall relieve either party of its own direct responsibilities and liabilities under Data Protection Laws.

24. You shall compensate us for all reasonable costs that we incur in complying with paragraphs 1.14, 1.18 and 1.20.

25. The provisions of this Schedule 1 shall survive expiry or termination of this agreement.

APPENDIX 1

The Data Processing Services

1. THE SUBJECT-MATTER AND DURATION OF PROCESSING;

The Processor will Process Personal Data as necessary to perform the Services which are to provide verifications of prospective tenants and/or guarantors and produce a referencing report based on these verifications and as further specified between the parties and as instructed by the Controller in writing.

For the duration of the Agreement and a period not exceeding six years thereafter, unless otherwise agreed upon in the Agreement or in writing.

2. THE NATURE AND PURPOSE OF THE PROCESSING;

The Controller may submit Personal Data to the Processor as relevant to the Services, the extent of which is determined and controlled by the Controller.

3. THE TYPES OF PERSONAL DATA PROCESSED;

The Controller may submit Personal Data to the Processor, the extent of which is determined and controlled by the Controller, and which may include, but is not limited to Personal Data relating to the following types:

a) Name and contact information (e.g., phone number, email address);

b) Details of complaints;

c) Employment history;

d) Income;

e) Address history;

f) Identity verification;

g) Anti-money laundering checks;

h) Financial information; and

i) County Court Judgments.

4. THE CATEGORIES OF DATA SUBJECTS;

a) the Controller's employees;

b) the Controller's customers (landlords); and

c) the Controller's customers prospective tenants and/or guarantors (applicants).