

Terms and Conditions applicable to a seller of goods using Brilliant Little Brands / brilliantlittlebrands.com

Version 1: 14 September 2020

These terms and conditions are the contract between you and Brilliant Little Brands Ltd ("Brilliant Little Brands", "BLB", "us", "we", etc). By visiting or using Our Website, you agree to be bound by them.

Brilliant Little Brands / BLB are trade names of Brilliant Little Brands Limited, company number 12558015 incorporated in England, whose registered office is at The Old Dairy, Chute Forest, Wiltshire SP11 9DF.

1. Definitions

"Content"	means the textual, visual or audio content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content such as advertising material, and all other product or service related material Posted by you or us on your behalf.
"Our Website"	means any website of ours, and includes all web pages controlled by us.
"Post"	means place or list on or into Our Website any Content or material of any sort by any means.
"Product"	means any item offered for sale by you on Our Website, whether physical goods or downloads.
"Service"	means all of the services available from Our Website, whether free or charged.

2. Our contract

- 2.1. The relationship between us is solely that:
 - 2.1.1 in consideration of a fee charged by us, we provide for you an Internet marketplace as an arm's length contractor.
 - 2.1.2 we act as your service provider or commercial agent solely in the collection of money paid by your buyer.
 - 2.1.3 we are not partners nor joint venturers.
- 2.2. If you place a Product for sale on Our Website, you do so subject to these terms.
- 2.3. When you place a Product on Our Website, you will be bound to provide all the information required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 2.4. Although we are not a party to your contract with a buyer introduced to you via Our Website, we shall remove your Products from offer if a customer or Our Website visitor has a valid complaint against you.
- 2.5. We may change this agreement in any way at any time. The version applicable to your contract is the version which was Posted on Our Website at the time that the contract was made.
- 2.6. Subject to this agreement and to the procedures set out on Our Website, you may enter a Product for sale through Our Website.
- 2.7. You affirm that:
 - 2.7.1 You are authorised to act on behalf of the company, partnership, association or sole trader
 - 2.7.2 That you are at least 18 years old
 - 2.7.3 That you will provide proof of ID if requested by BLB

- 2.7.4 You understand that we are not your agent, employee, or partner or in any other relationship and you do not have authority to enter into any commitment on our behalf unless specifically authorised in writing by us.
- 2.8. We have absolute discretion and control as to:
 - 2.8.1 The look, design and content of the Website (including all fair event pages, brand pages and product pages);
 - 2.8.2 The inclusion, positioning, content, location and all other presentation of vendor Information (including at our sole discretion the right to remove any vendor information from the Website at any time)
 - 2.8.3 The products set live on the Website (including at our sole discretion the right to remove any product from the Website in line with one or more of our Policies, or not allow a Product to be set live for sale on the Website).
- 2.9. You agree to:
 - 2.9.1 Ensure your products maintain the highest standard of presentation both in written text and photography and in line with guidelines notified to you from time to time by us
 - 2.9.2 Any failure to meet standards may result in the suspension of that product or page from the Website until the standards are met again
 - 2.9.3 Continued failure to meet standards may result in the permanent suspension of your membership
 - 2.9.4 Ensure all information submitted is and remains true, accurate, current and complete.
 - 2.9.5 Ensure all stock quantities are accurate and maintained accordingly
 - 2.9.6 Ensure all prices are accurate and maintained accordingly
 - 2.9.7 We reserve the right to remove any product that we find to have inaccurate or nil stock or price errors

3. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations")

- 3.1. You authorise us to take any action that may reasonably be required from time to time, to protect your interests and ours in connection with a breach or possible breach of the Regulations.
- 3.2. Because we are not your agents except to market your Products and take payment, all your obligations under the Regulations must be fulfilled by you. That means the information you provide to us by entry or upload into Our Website must be clear, sufficient and complete, to comply with the Regulations.
- 3.3. On Our Website, we will provide a route to allow a customer to deal directly with you. That will include options relating to delivery and cancellation of his/her order.
- 3.4. We will also provide regulatory information relating to returns and cancellation. We expect you to comply with those terms unless the Product you sell, or your business model, requires different terms. The terms on Our Website will be communicated only as information to the buyer and not as contract terms.
- 3.5. Because every reference to a Product of yours, made by you or by us, may be treated by a consumer as contractual, you agree:
 - 3.5.1 to make clear any contractual term in content you place on Our Website, which may be different from any term on Our Website.
 - 3.5.2 that no content on your website will contradict content you place on Our Website.

4. Your Product placement

You agree that you will:

- 4.1. not place any Product for sale which is not of merchantable quality or which requires for its setup or use a level of technical expertise which is not fully explained to a customer before purchase.
- 4.2. immediately to remove from sale on Our Website any Product which for any reason, you are unable to supply.
- 4.3. not re-place any Product we remove from offer for sale for any reason.
- 4.4. not place any link to any other website or any other domain name on our website without our prior consent

In addition:

- 4.5. Whilst we may choose to reflect the look of your site for your listing, we reserve the absolute rights over style and content of our site including but not limited to; categories, active products, content, positioning, colours.
- 4.6. You further agree to allow us the right to use any of your images uploaded for any marketing/advertising purpose.

5. Delivery

- 5.1. Deliveries of hard copy and physical Products will be made from your premises, by post or by a carrier instructed by you subject to the contract between you and your customer.
- 5.2. Unless otherwise agreed, you will notify both the customer and brilliantlittlebrands.com by email on the date of sending, that the Product has been despatched and of the expected delivery date.
- 5.3. If at any time, any customer notifies you of non-delivery within the time scale offered by you on Our Website, you will investigate immediately and tell the customer that you are doing so, what you are doing, and when you expect to be able to deliver the Product.
- 5.4. In the absence of information to the contrary, you agree to despatch a Product within three days of notification of order by us, by a method likely to reach the buyer within a further seven days.
- 5.5. If it is apparent that a customer has not received a Product within 14 days of the expected delivery date, you will send a replacement or refund money paid, including any delivery charge, as requested by the customer. This is a condition of your contract with us because our reputation, as well as yours, is at stake in those circumstances.

6. Products returned

You agree that you will at all times:

- 6.1. reply promptly and in any event within 48 hours to any customer message or other correspondence;
- 6.2. comply with the law relating to all aspects of the contract between you and your customer, relating in particular to your obligations to provide full information and accept cancellation and returns. However, you may also offer more favourable terms to your customers as per your own returns and refunds policy set out on your website or otherwise in your terms and conditions.
- 6.3. when you have an obligation to return money to a customer for any reason, you will do so immediately, as provided by the returns and refunds policy set out on Our Website;
- 6.4. in the event that a Product ordered is not available, either temporarily or permanently, you will immediately tell your customer and refund any money paid if requested to do so by the customer;
- 6.5. comply with the Brilliant Little Brands procedures relating to satisfaction of an order, Products returned and payment, as set out on Our Website from time to time.
- 6.6. provide information to us in respect of any claim for non-delivery and any dispute as to payment, so as to enable us to identify the possibility of fraud.

7. The selling procedure

- 7.1. Brilliant Little Brands is not responsible for the fulfilment of your contract to sell a Product.
- 7.2. You agree that a contract to sell a Product offered by you is a firm and binding contract as soon as your customer's payment has been accepted by our payment service provider.
- 7.3. Subject to discounts and promotions, Products are offered for sale at a fixed price. VAT may be due and will be either included in the price or shown separately. If not shown, it will not be charged.
- 7.4. All Products may be subject to a delivery charge which will be shown at the pay point. The delivery charge will be fixed by you for each item offered for sale. It may be changed at your discretion. Once you have sold a Product, the delivery charge offered by you at the time of purchase cannot be increased.
- 7.5. Products will be offered for sale and sales made, subject to the terms and conditions applicable to buyers. You accept and endorse these terms and agree to comply in all respects with the corresponding obligations of a seller. You may view the buyer's conditions on Our Website at any time.
- 7.6. We shall send you a message by email at the time of each sale, providing full information about that sale.
- 7.7. You agree to provide an adequate stock of any Product placed by you for sale through Our Website and to tell us, through your control panel, if at any time your supply is exhausted.
- 7.8. You agree to respond to customer orders, enquiries and any complaints in a prompt and courteous manner and giving the highest standards of customer service

8. Value added Tax

- 8.1. Fees and commissions specified on Our Website are exclusive of VAT.
- 8.2. Whether or not you are located in UK you must provide to us a valid UK VAT registration number.
- 8.3. If you are located in the UK, we will show and retain the amount of VAT due on our charge for our services in addition to the amount of commission due to us.
- 8.4. Brilliant Little Brands has the right to demand additional information about your business so far as it may affect your VAT registration, at any time, from you or from a governmental authority.
- 8.5. You are solely responsible for ensuring that you comply with the relevant VAT regulations

9. Our commission, fees and payment to you

- 9.1. We sell your Product at the price you place on it, subject to these terms and also the requirements we set out on Our Website from time to time.
- 9.2. Our charges to you comprise as relevant and applicable:
 - 9.2.1 Joining fee. The amount of the Joining Fee will be as agreed between you and us in writing at the time of inviting you to participate in Our Website and is non refundable.
 - 9.2.2 Commission fee. The percentage of the sale price as agreed between you and us in writing at the time of inviting you to participate in Our Website.
 - 9.2.3 Subscription fee. Either annual or monthly as agreed between you and us in writing at the time of inviting you to participate in Our Website.
- 9.3. Our fees and commissions are payable on demand. You irrevocably authorise us to deduct them from sums paid to us by your buyer.
- 9.4. Our Website selling system is an automated system which you may be granted certain access to through a "control panel" subject to your own website platform's specification
- 9.5. The proportion of each sale receipt retained by us is as agreed by us in writing.
- 9.6. Where our commission is based on a percentage of the sale price, you may not artificially inflate the delivery charge and reduce the price of the Product in order to

reduce our commission. If we believe that you do so, we may immediately cease to deal with you.

- 9.7. We will pay you within 14 days of confirmed despatch of order.
- 9.8. Vendors are required to have a Stripe account and payments will be made to a vendor's Stripe account on an automated basis. If vendor requests to have transfers made directly to their UK bank account, we reserve the right to delay the payment by a further 14 days.
- 9.9. If you do not have an account in the UK, we will transfer money in any sum at your request and at your cost. We will pay for the transfer if the sum due is over the limit specified from time to time on Our Website pages.
- 9.10. We will send you an invoice for our charges.
- 9.11. If we do or could earn interest on any cash balance in our control for the period between payment by a customer and our accounting to you, we are free to keep that interest and have no obligation to account for it to you.
- 9.12. If an action by a buyer results in a charge back to our account, you agree that we may deduct the sum charged back together with any fee paid to our service provider and bank, from any sum due to you, at or after that time.
- 9.13. If you or we accept any cancellation and consequently refund money to a customer, we are not obliged to repay commission to you.
- 9.14. If in our discretion we believe that your performance as a seller results in a significant number of charges back and / or buyer disputes or if we believe you are in breach of this agreement, we are free to hold back payments to you until we are satisfied that disputes have been settled and / or breach rectified.
- 9.15. All our fees and commissions are quoted to you exclusive of VAT and are subject to additional VAT charge at the prevailing rate.

10. Charity Donation

Our Website is offered to third party charity fundraisers, and charities directly, to use as a 'virtual fair' marketed to their supporters on the understanding that a percentage of sales originating from visitors to their fair landing page is donated to their charity.

- 10.1. You agree as a condition of using our platform to make a donation to the relevant charity based on the percentage of the sale price at a level agreed by us in writing.
- 10.2. We undertake to use analytics tracking code to identify which web page shoppers first landed on prior to making a purchase from you on our platform. You agree that this method is to be the criteria by which we assess the donations.
- 10.3. The charitable donation is payable on demand. You irrevocably authorise us to deduct the donation from sums paid to us by your buyer at the same time as we collect our commission.
- 10.4. You agree for us to make the donation on your behalf.

11. Your Product warranties

- 11.1. You warrant that any Product you place on Our Website for sale:
 - 11.1.1 is not: illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to any third party;
 - 11.1.2 does not offend against the law of any country whose citizens might purchase it;
 - 11.1.3 is not intended primarily to advertise any business, except your business.
- 11.2. You warrant that you own the copyright of any Content you place on Our Website for sale, or that you have the permission of the copyright owner:
 - 11.2.1 to enter or upload that Content;
 - 11.2.2 to receive the net proceeds of such sales as arise;
- 11.3. You warrant that any product you sell that requires licencing is duly licensed and complies with all applicable regulations

12. How we handle your Content

- 12.1. If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control over who sees it or what anyone does with it.
- 12.2. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 12.3. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;
- 12.4. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 12.5. Please notify us of any security breach or unauthorised use of your account.

13. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website for marketing your products and services. We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law.

Whilst we reserve the right to limit the quantity of or the items within your product range, we do not undertake to moderate or check any item Posted.

You agree that you will not use or allow anyone else to use Our Website to Post Content or undertake any activity which is or may:

- 13.1. be unlawful, or tend to incite another person to commit a crime;
- 13.2. be obscene, offensive, threatening, violent, malicious or defamatory;
- 13.3. be sexually explicit or pornographic;
- 13.4. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 13.5. use a Posting to solicit responses unconnected with the purpose of Our Website or the terms proposed by this agreement;

14. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 14.1. hyperlinks, other than those specifically authorised by us, keywords or words repeated, which are irrelevant to the Content Posted.
- 14.2. the name, logo or trademark of any organisation other than yours.
- 14.3. inaccurate, false, or misleading information;

15. Security of Our Website

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 15.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 15.2. link to Our Website in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;
- 15.3. download any part of Our Website, without our express written consent;
- 15.4. collect or use any product listings, descriptions, or prices;
- 15.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;

- 15.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 15.7. share with a third party any login credentials to Our Website;

16. Copyright and other intellectual property rights

- 16.1. All content on Our Website, is the property of either us or our affiliates or suppliers of products for sale. It is all protected by international copyright laws.
- 16.2. You may not copy, modify, publish, transmit, create derivative works from, or in any way exploit any of the content, except as is expressly permitted in this agreement or with our written consent.
- 16.3. For the sake of good order you should note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.

17. Interruption to the Service

- 17.1. We give no warranty that the Service will be satisfactory to you.
- 17.2. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our Service for repairs, maintenance or other good reasons. We may do so without telling you first.
- 17.3. You acknowledge that our Service may also be interrupted for reasons beyond our control.
- 17.4. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to our Service.

18. Our disclaimers

- 18.1. We are not responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss whatever.
- 18.2. We are not liable in any circumstances for damages resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website.
- 18.3. Our Website and Services are provided "as is". As to Our Website and Services, we make no representation or warranty of any kind, express or implied, including, without limitations, warranties:
 - 18.3.1 as to fitness of Our Website and Service for a particular purpose;
 - 18.3.2 as to availability and accessibility, without interruption, or without error;
 - 18.3.3 any obligation, liability, or remedy in tort whether or not arising from our negligence.
- 18.4. You now expressly release us from any and all claims and liability known and unknown, arising in any way from a dispute between you and a buyer.

19. Your indemnity to us

You agree to indemnify us against all loss and expense, including legal fees and management time related in any way to:

- 19.1. a claim by any person in respect of any Product;
- 19.2. protecting the reputation of our business by our making a payment to a customer of yours in circumstances where you have failed to make that repayment or otherwise comply with your contract with that customer.
- 19.3. any cost to us arising from a decision by us to comply as your service provider, with any obligation of yours, whether or not we have your permission, arising out of any regulation or law, including:

- 19.3.1 the deletion or amendment of any text or other content you have placed on Our Website;
- 19.3.2 any payment we make on an ex gratia basis, arising from a contract between you and a buyer;
- 19.4. a claim or assessment or order to pay tax based on any sum paid by us.
- 19.5. legal or other fees we incur in defending a claim or the imposition of a fine or penalty;
- 19.6. our management time in dealing with any failure or alleged failure by you to comply with any relevant regulation or law.

20. Data Protection Act 2018 Compliance

- 20.1. Your own personal data will be held and processed by us in the ways set out in our Privacy Policy as available on our Website
- 20.2. Insofar as we process personal and other data of the buyers or other person with whom you interact in the course of your business following terms apply:
 - 20.2.1 to satisfy your legal obligations and ours, we will agree to comply with the provisions of the Schedule.
 - 20.2.2 those obligations shall continue to apply after expiry or termination of this agreement for any reason.

21. Miscellaneous matters

- 21.1. You agree that:
 - 21.1.1 All computer hardware and software you use is up to date and is suitably protected against viruses
 - 21.1.2 We have no responsibility for the hardware or software you use to connect to our site or the maintenance of that hardware or software
- 21.2. You undertake to provide to us your current land address, e-mail address and telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 21.3. So far as any time, date or period is mentioned in this agreement, time shall be of the essence.
- 21.4. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 21.5. If you are in breach of any term of this agreement, we may:
 - 21.5.1 terminate your account and refuse access to Our Website, payments made to us (fees or commission) will not be refunded, payments due to us (commission) up to the date of termination must be made. You will remain liable for any customer refunds and related fees;
 - 21.5.2 remove or edit Content, or cancel any order at our discretion.
- 21.6. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 21.7. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 21.8. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
- 21.9. Any communication to be served on either of us by the other shall be delivered by hand or sent by first class post or recorded delivery
 - It shall be deemed to have been delivered:
 - if delivered by hand: on the day of delivery

if sent by post to the correct address: within 72 hours of posting;

- 21.10. In the event of a dispute between us, then, if we so ask, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 21.11. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
- 21.12. We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control, including any labour dispute.
- 21.13. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 21.14. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country. **Schedule: Data Protection Act 2018 Compliance**

1. Definitions

In this Schedule, the following words shall have the following meanings:

- “Act” means the Data Protection Act 2018.
- “Associate” means any corporate or other form of organisation or any individual person with whom you have an association which does, or could, entail the transfer of personal data to us for processing.
- “ICO” means the Information Commissioner’s Office.
- “Data Protection Legislation” means all or any of:
(a) the GDPR,
(b) the applied GDPR,
(c) the Act,
(d) regulations made under the Act
(e) regulations made under section 2(2) of the European Communities Act 1972 which relate to the GDPR or the Law Enforcement Directive.
- “the 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 (General Data Protection Regulation).
- “the applied GDPR” means the GDPR as applied by Chapter 3 of Part 2 of the Act.
- “Law Enforcement Directive” means Directive (EU) 2016/680 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 by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA.
- “data controller”, “data processor”, “sub-processor”, “data subjects”, “personal data”, “process”, “processed” and “processing” shall have the meanings respectively, as defined in the Act.

In this agreement, “personal data”, is limited to data which comes into our hands in some way connected to this agreement.

2. Data Protection

- 2.1. The obligations described in this Schedule are in addition to our obligations under the Data Protection Legislation.
- 2.2. To enable us to provide the Services under this agreement, you authorise us to process personal data on your behalf.
- 2.3. We both agree that you and your Associates are data controllers, and we are your data processor in relation to personal data.
- 2.4. Details of the anticipated processing activities are set out at Appendix 1 to this Schedule.

3. How we shall process data

We shall at all times comply with the provisions and obligations imposed by the Data Protection Legislation and, in particular, shall:

- 3.1. process personal data only to the extent necessary to provide the Services;
- 3.2. ensure that every person processing personal data under this agreement does so strictly on a need-to-know basis, has received training on their obligations relating to handling of personal data and is bound by confidentiality obligations no less stringent than our confidentiality obligations under this agreement;
- 3.3. in order to use commonly accepted international communications and money transfer protocols, it will be necessary to use sub-contractors for certain service provision. We shall not necessarily be aware of the identity of every organisation involved in the train of communications. When that happens, we accept full responsibility for our compliance with the Data Protection Legislation.
- 3.4. subject to the exceptions mentioned in the last previous sub-paragraph, we will not use subcontractors for personal data processing under this agreement without your prior written consent.
- 3.5. wherever possible, enter into a written contract with each such sub-processor, which includes the same obligations on the sub-processor as those imposed on us by You under this agreement.
- 3.6. subject to the other provisions of this Schedule, not process personal data or permit any third party to process personal data outside of the European Economic Area (EEA) unless:
 - 3.6.1 EU standard contractual clauses approved by the European Commission or the ICO are entered into between you or your relevant Associate as data exporter, and the relevant recipient of the personal data as data importer; or
 - 3.6.2 the recipient of the personal data has entered into a data processing agreement with you; or
 - 3.6.3 the recipient of the personal data is regulated within the United States of America solely by the U.S. Department of Commerce, is certified under the EU/US Privacy Shield framework, and continues to be certified for the period within which it processes the personal data; or
 - 3.6.4 the recipient of the personal data has entered into binding corporate rules, which are valid in respect of the processing of personal data under this agreement and have been approved by the European Commission or the ICO; or
 - 3.6.5 the transfer is to a recipient located within a jurisdiction whose law relating to the processing of personal data has been approved by the European Commission or the ICO (subject to any applicable restrictions).
- 3.7. have in place at all times appropriate technical and organisational measures to ensure a level of security appropriate to the risk presented by processing the personal data, to

prevent accidental, unauthorised or unlawful destruction, loss, alteration, or access to personal data, including as a minimum whatever security measures you notify and instruct us to use. Examples of such measures are:

- 3.7.1 the pseudonymisation and encryption of personal data;
 - 3.7.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; and
 - 3.7.3 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of processing;
- 3.8. maintain a written record of all categories of processing activities carried out on your behalf and when you ask, copy it to you. The record shall contain:
- 3.8.1 Our name and contact details and (where applicable) those of our approved sub-processors and details of their respective data protection officers;
 - 3.8.2 the categories of personal data, data subjects and processing activities carried out on behalf of you and your Associates;
 - 3.8.3 where applicable, transfers of personal data to a third country (i.e. non-EU Member State) or an international organisation, including identification of that third country and documentation evidencing implementation of suitable safeguards; and
 - 3.8.4 a general description of the technical and organisational security measures we have installed as referred to in Article 32(1) of the GDPR;
- 3.9. when you ask, give to you or to the ICO, access to our employees, data processing facilities, procedures, and records to inspect and audit compliance with the Data Protection Legislation and the terms of this agreement. We shall (and shall ensure any sub-processor shall) give all reasonable cooperation and assistance.
- 3.10. immediately tell you (and in any event within 24 hours) after becoming aware of any actual or suspected unlawful destruction, loss, alteration, disclosure of, or access to, personal data transmitted, stored or otherwise processed by you or any sub-processor under this agreement;
- 3.11. provide reasonable assistance to you in:
- 3.11.1 responding to data subject's requests to exercise their rights under the Act;
 - 3.11.2 responding to communications received from the ICO relating to the processing of personal data under this agreement, including notifying You immediately of any such communication;
 - 3.11.3 taking measures to address data security incidents, including, where appropriate, measures to mitigate their possible adverse effects;
 - 3.11.4 promptly upon your request, transfer personal data to a third party in compliance with a request from a data subject to exercise their right to data portability;
 - 3.11.5 make available to you on request all information necessary to demonstrate compliance with the obligations set out in this Schedule

4. Post termination

- 4.1. Upon termination of this agreement, we and any sub-processor shall:
- 4.1.1 physically destroy all copies of media upon which any personal data was supplied and any further copies made by us;
 - 4.1.2 return all personal data stored in hard copy to you;
 - 4.1.3 delete all personal data stored in soft copy, by some method which prevents future re-activation of that data;
- 4.2. Where we or our sub-processor is required to retain personal data in order to comply with applicable law, we will tell you and will retain such personal data only in our

capacity as a data processor and shall comply with our obligations as a data processor, as far as applicable law permits.

5. Warranty and acceptance of liability

- 5.1. We represent and warrant that the information provided in any response to any request by you shall be complete, true and accurate, and will not misrepresent our business or practices in respect of our ability to comply with the Data Protection Legislation and our obligations under this agreement.
- 5.2. If any act or omission of ours or our sub-processors results in data transmitted or processed under this agreement being lost or degraded so as to be unusable, then we shall be liable to you for the cost of reconstituting the data and/or yours and your Associate's costs in recreating such data.

Appendix 1 to Schedule

Data Processing Activities

What we or you may process in each category

1. We shall process this basic personal data

- 1.1. Name
- 1.2. Address
- 1.3. Email address
- 1.4. Phone number
- 1.5. Date of birth
- 1.6. Technical information relating to electronic communication, which is personal information only when associated with the name or identity of the data subject

2. We shall process the data of these data subjects

Data of buyers, so far as their data is required in order to satisfy our obligations under this contract and comply with the Data Protection Legislation.

3. This is why and how we shall process personal data

- 1.7. Our processing of personal data will be limited to such activity as is reasonably required to satisfy our obligations under this contract.
- 1.8. We shall not make contact with any data subject nor seek additional data from any other source.

4. Retention period

- 1.9. We may retain personal data, along with much other data, for six years, for these reasons:
 - 1.9.1. for accounting and taxation purposes;
 - 1.9.2. to provide evidence if required in connection with a legal claim;
 - 1.9.3. for any other reason where the law provides a six years limitation period;
- 1.10. If any event occurs which requires us lawfully to continue to retain data beyond that period, then we may do so.