



Exclaimer EEA License Terms

If you are based in the EEA, the following terms (collectively, the “**Terms**”) govern your use of the Exclaimer cloud service that you have subscribed to (the “**Service**” or “**Services**”) and provision of technical support and maintenance services related thereto from **Exclaimer Europe B.V.**, having its registered office at Bollenmarkt 8 E, 1681 PJ Zwaagdijk-Oost, The Netherlands (Chamber of Commerce registration number 37161598) (below referred to as “**we**”, “**our**” or “**us**” or “**Exclaimer**”).

BY REGISTERING AS A USER ON OUR SELF-SERVICE PORTAL, SUBSCRIBING TO THE SERVICES THROUGH YOUR CHOSEN RESELLER AND/OR USING THE SERVICES OR UNDERLYING SOFTWARE, YOU CONSENT TO BE LEGALLY BOUND BY THESE TERMS FOR EACH SERVICE THAT YOU SUBSCRIBE TO.

IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU WARRANT AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE THE TERMS “**YOU**” OR “**YOUR**” OR THE “**CUSTOMER**” SHALL REFER TO SUCH ENTITY, IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MUST NOT USE THE SERVICES.

YOUR ATTENTION IS DRAWN TO **CLAUSE 11** WHICH CONTAINS IMPORTANT LIMITATIONS AND EXCLUSIONS OF LIABILITY.

SUBJECT TO **CLAUSE 9**, THESE TERMS INCLUDE THE SCHEDULES AND ANNEXES. ANY REFERENCES TO THESE TERMS INCLUDES A REFERENCE TO THE SCHEDULE AND THE ANNEXES. REFERENCES TO CLAUSES ARE TO CLAUSES OF THE MAIN BODY OF THESE TERMS AND REFERENCES TO PARAGRAPHS ARE TO PARAGRAPHS OF THE SCHEDULE.

TO THE EXTENT THAT THE SCHEDULE APPLIES TO THESE TERMS PURSUANT TO **CLAUSE 9** THE PARTIES ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE TERMS AND THE SCHEDULE (INCLUDING THE ANNEXES) IN RELATION TO THE PROCESSING OF PERSONAL DATA THEN (I) THE TERMS OF THE SCHEDULE SHALL PREVAIL TO THE EXTENT OF SUCH CONFLICT OR INCONSISTENCY AND (II) THE PROCESSOR SHALL BE DEEMED NOT TO BE IN BREACH OF THESE TERMS AS A RESULT OF COMPLYING WITH THE TERMS OF THE SCHEDULE. THESE TERMS SUPERCEDE ANY PRIOR TERMS APPLICABLE TO THE PARTIES UNLESS SPECIFICALLY AGREED IN WRITING.

1. TRIAL LICENSE

1.1. If you have applied for a trial license of the Services and Exclaimer has agreed, Exclaimer grants you a personal, non-transferable, non-exclusive, royalty free License to use the Services solely for the purposes of evaluation of the Services for your own internal business purposes (“**Trial License**”) and solely for the duration of 14 days from the date that the Services first commence unless a longer duration has been agreed in writing by us (“**Trial Period**”). You acknowledge and agree that, unless otherwise agreed in writing by us, this Trial License will automatically terminate at the end of the Trial Period and the Services will automatically cease to operate at the end of the Trial Period if you have not at that time entered into a full License in respect of the same. We may terminate the Trial License at any time by giving you notice.

2. FULL SUBSCRIPTION LICENSE TO USE THE SERVICES

2.1. Conditional upon you paying the fees for the Service(s) (whether to us or your chosen reseller), we grant you a non-exclusive, non-transferable, and, other than as permitted in clause 3.1, non-sub-licensable right (“**Full Subscription License**”) for you and your staff to use the Services, the associated documentation and on-line guides, and the underlying software solely for your internal business operations during the term you have purchased (“**Subscription Term**”).

3. TERMS APPLICABLE TO BOTH TRIAL LICENSE AND FULL SUBSCRIPTION LICENSE

3.1. You are prohibited from allowing access to the Services to third parties except as otherwise set forth herein. However, you may choose to offer access to and use of the Services to your affiliates (meaning any entity that directly or indirectly controls, is controlled by, or is under common control with you) (“**Permitted Access**”) provided that where you offer such Permitted Access (a) you shall ensure that all such use and

access complies with these Terms; (b) you shall remain the contracting party with us and you shall be responsible for the payment of all subscription fees; (c) you shall retain full responsibility for all acts and omissions of your affiliates in relation to such access to and use of the Services and you shall be liable for all acts and omissions of your affiliates as if they were your own acts or omissions. All passwords and other access details provided by us to you are confidential and you shall ensure that all those with Permitted Access are aware of the confidential nature of such details.

- 3.2. You agree to notify us promptly upon becoming aware of any unauthorised use or access of the Services or the underlying software.
- 3.3. You agree on demand to indemnify us from and against all losses, costs, demands, damages, judgments, claims, settlements, interest, fees and expenses (including but not limited to legal fees and other professional fees) arising out of or in connection with a breach by you or your affiliates of any of the terms of clause 3.4.
- 3.4. You agree that you and your affiliates with Permitted Access will not:
 - 3.4.1. take any action intended to interfere with or disrupt the Services or any other user's use of the Services;
 - 3.4.2. use or access the Services for transmission or posting of abusive, indecent, obscene or pornographic material, material that is libellous or offensive, spamming, sending junk mail, hacking, password cracking, IP spoofing, unsolicited or unauthorised advertising, illegal, immoral or any other similar improper purpose or in violation of our Acceptable Use Policy published at www.exclaimer.com;
 - 3.4.3. use or access the Services to create products or services which compete with the Services or underlying software;
 - 3.4.4. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 3.4.4.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or underlying software in any form or media or by any means;
 - 3.4.4.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services or the underlying software;
 - 3.4.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services or underlying software available to any third party except those with Permitted Access;
 - 3.4.6. allow Services or the underlying software to become the subject of any charge, lien or encumbrance;
 - 3.4.7. in respect of any custom fonts which are uploaded to our systems by you (or on your behalf) for use in connection with the relevant Services: (i) breach the terms of the License between you and the third-party grantor in respect of the use of such fonts or (ii) upload any such fonts unless you have in place at the time of upload and maintain in place for the duration of these Terms a license authorising use of such fonts in connection with the Services;
 - 3.4.8. use the Services for bulk marketing purposes or in connection with automated mailing systems (other than in course of marketing your own goods and services as part of your normal business operations);
 - 3.4.9. use the Services and the underlying software in any manner which will or may breach any laws, rules, regulations and/or codes which are legally binding and which are applicable to the use of the Services (and underlying software) including (without limitation) any laws applicable to the protection of personal data; and
 - 3.4.10. use the Services in any manner or for a purpose not permitted by applicable export laws, regulations or sanctions; nor export or re-export the Services to any country, region, organisation or individual that is named as a restricted area or person on any applicable export laws, regulations or sanctions.
- 3.5. You are solely responsible for the content of emails or other communications sent using any of the Services and for selecting recipients of such emails. In the event that you are in breach of any of the terms of clause 3.4, you agree that we may also suspend or terminate your subscription to the relevant Service(s).
- 3.6. Where the Service involves us sending email alerts to you, you agree to supply us in a timely manner: (i) the full and accurate details (including but not limited to names and email addresses) of all recipients of the emails ("Lists"); the content, images, designs and any other information you reasonably require to be sent by us in the emails ("Content"), and (iii) to instruct us as and when the emails are to be sent. Any date given by us to you for sending of such emails is conditional upon you providing the Lists and other information aforesaid.
- 3.7. You warrant that all Content submitted by you to us is your own original work and you have the right to make it available to us for the purpose of the Service. You will be responsible for dealing with any complaints from recipients of the Content and for any inaccuracies with the Lists. You shall ensure that you have the right under applicable data protection laws to send Content to the persons on the Lists.

4. FULL SUBSCRIPTION LICENSE DURATION, FEES, BILLING AND RENEWAL

- 4.1. The minimum duration of a Full Subscription Licence is twelve (12) months from and including the date that you start to use the Services (“**Initial Licence Period**”). Following the expiry of the Initial Licence Period, unless otherwise agreed in writing, your subscription shall continue automatically for additional terms of 12 months each (each a “Renewal Term”) unless and until cancelled in accordance with clause 6.2, or otherwise terminated in accordance with these Terms. If you purchase additional Services part way through a licensing period, the term of the new Services purchased shall be coterminous with the original license duration.
- 4.2. By subscribing to the Services, you agree to pay the applicable fees for the Full Subscription License (as selected by you during the online subscription process or with your reseller as applicable) plus any applicable taxes and duties, if any.
- 4.3. If you are buying your Full Subscription License direct from us, we reserve the right to change the fees at the end of the Initial Full Subscription Period and each Renewal Term thereafter.
- 4.4. Our fees are based, as a minimum, on the total number of users you have purchased. If the number of users increases at any time, the increased number of users shall be the basis for all further subscription fees. You may not reduce the number of users during the Initial Full Subscription License Period or during any Renewal Term. In this context, “**users**” means the number of unique email addresses.
- 4.5. From time to time we may verify the number of users if the number of uses is greater than the licensed quantity, we will invoice you for that additional number of users for the remaining duration of the then current annual term or provide such information to your chosen reseller so they can invoice you appropriately.

5. PAYMENT TERMS (IF YOU ARE BUYING DIRECT FROM US)

- 5.1. Unless otherwise agreed in writing by us or your reseller or if you are already paying on a different cycle, our subscription fee is payable annually in advance for each Subscription Term and Renewal Term. During the registration process, we may ask you to choose your payment method being either a) credit or debit card, b) direct debit mandate or c) at your request, purchase order/invoice. If paying by card and your card details change, you must notify us failing which your subscription could be suspended or terminated.
- 5.2. If your subscription is cancelled by either you or us, we will not provide a refund or credit for any unused subscription period as we will incur costs as a result of the cancellation unless the cancellation was by you for our unremedied breach or by us for convenience.
- 5.3. For credit and debit card payments, we use third-party intermediaries to manage credit and debit card processing. These intermediaries are not permitted to store, retain or use your billing information except as required to process your credit or debit card payment for us. You give us authority to share your information (including without limitation credit and debit card details and other personal data as required) with the third-party intermediaries for such purposes.
- 5.4. We will email you with a copy of our invoice for the relevant payment period. It is your responsibility to ensure that we are updated on the email address to which you require invoices to be sent. You shall pay each invoice submitted to you by us in full and cleared funds within fourteen (14) days of the date of the relevant invoice (the “**Due Date**”). Where you choose to pay by credit or debit card, you authorise us to charge your payment method automatically for the subscription fees payable under these Terms.
- 5.5. You are responsible for paying any taxes (including without limitation any sales, use or withholding taxes now or hereafter enacted), and any duties, levies, excises or tariffs (together “**duties**”), that are applicable to receipt of the Service. All payments hereunder shall be made without deduction for taxes or duties of any kind or nature.
- 5.6. If you fail to pay any amount due from you under these Terms on or before the Due Date for such amount, you shall pay interest on the overdue amount at the rate of four per cent (4%) per annum above the Bank of England’s base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.
- 5.7. We may suspend all Services until all overdue payments have been made in full.

6. TERM AND TERMINATION

- 6.1. These Terms will remain in force for the duration of the Trial Period and/or the Subscription Term, as applicable.
- 6.2. You may cancel your Full Subscription Licence at the end of the Initial Licence Period or at the end of a Renewal Term by giving us at least 30 days prior notice in writing, such notice being effective at the end of the Initial Licence Period or a Renewal Term, as applicable.
- 6.3. Without affecting any other right or remedy available to us, we may terminate the Full Subscription License for convenience at any time by giving you not less than 60 days’ notice in writing.

- 6.4. Without affecting any other right or remedy available to it, either party may terminate the Full Subscription License with immediate effect by giving written notice to the other party if:
 - 6.4.1. the other party is in breach of a material term and has failed to remedy the breach within 30 days of receipt of a notice specifying the breach and requiring it to be remedied; or
 - 6.4.2. there is an order or a resolution for the liquidation, administration, dissolution or winding-up of the other party (except where such winding up is for the purpose of solvent amalgamation or reconstruction) or has an administrator or other receiver, manager, trustee, liquidator or similar officer appointed overall or any substantial part of its assets, or enters into or proposes any composition or arrangement with the other party's creditors generally or is subject to any analogous event or proceedings in any applicable jurisdiction.
- 6.5. Without affecting any other right or remedy available to us, we may terminate the Full Subscription License with immediate effect by giving written notice to you if you fail to pay any amount due under these Terms by the Due Date for payment and remain in default for more than 14 days after being notified in writing to make such payment.
- 6.6. On termination:
 - 6.6.1. all Licenses granted and Services supplied under these Terms shall immediately terminate and you shall immediately cease all use of the Services and the underlying software and shall procure that all those with Permitted Access cease the use of the Services and the underlying software;
 - 6.6.2. you shall immediately pay all sums due and / or invoiced by us or your reseller in respect of fees payable under these Terms;
 - 6.6.3. we may raise a further invoice which shall be payable immediately in respect of fees payable pursuant to these Terms in respect of which we have not previously raised an invoice;
 - 6.6.4. we shall be under no obligation to retain any of your data (including Lists and email templates) and we may delete all such information in accordance with our policies and applicable data protection laws.
- 6.7. Termination shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.
- 6.8. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Terms shall remain in full force and effect.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. You acknowledge that we (or where applicable our licensors) own all rights, title and interest in and to all intellectual property rights in the Services, the associated documentation and on-line guides, and the underlying software used to provide the Services. These Terms do not grant you any rights to the same other than the rights expressly set out in these Terms. We acknowledge that you own all rights, title and interest in and to all information and data you provide to us in connection with these Terms and otherwise upload to and use with the Services, and intellectual property and other proprietary rights thereto. Nothing in this Agreement grants us or our Affiliates any rights to the same other than the rights expressly granted in these Terms.
- 7.2. You agree not to remove any copyright or proprietary notices used in connection with the Services. Certain marks, words and logos displayed as part of the Services, which may or may not be designated by a "TM" "®" "SM" or other similar designation, constitute trademarks, trade names, or service marks belonging to us or our suppliers. You are not authorized to use any such marks. Ownership of all such marks and the goodwill associated with them remains with us or our suppliers.
- 7.3. If any third party brings any claim or action or otherwise alleges that the use of the Services (or any part thereof) infringes any intellectual property rights of that third party (a "**Claim**") or you become aware of any intention by a third party to make a Claim then you shall promptly:
 - 7.3.1. give us written notice of the Claim, specifying in reasonable, clear, full and accurate detail the nature of the Claim;
 - 7.3.2. not make any admission of liability, agreement or compromise in relation to the Claim without our prior written consent (which we may in our sole and absolute discretion withhold);
 - 7.3.3. give us and our advisors access to your premises and your officers, representatives, directors, employees, sub-contractors and to any relevant documentations and records which are within your control and allow us and our advisors to take copies for the purposes of assessing the Claim;
 - 7.3.4. procure that we and our advisors are given access to those with Permitted Access on terms equivalent to those set out in clause 7.3.3 above;
 - 7.3.5. provide such assistance in managing, negotiating, settling and resolving the Claim as we reasonably request; and

7.3.6. allow us to have full conduct of the Claim including without limitation its management, negotiation, settlement and resolution.

8. CONFIDENTIALITY

- 8.1. The parties may not disclose or make available information which is proprietary or confidential and which is marked as “Confidential” or which would be regarded as confidential by a reasonable business person (the “**Confidential Information**”). Confidential Information shall include (but not be limited to) Lists, Content, details of the Services, the associated documentation, on-line guides, and the technology and software used to provide and use the Services and your Confidential Information shall include all data and other information you provide to us or otherwise upload to or use with the Services.
- 8.2. The parties agree not to use the Confidential Information of the other party for any purpose other than the use of or provision of the Services in accordance with these Terms. The parties agree not to disclose the Confidential Information of the other party to third parties and agree that they will restrict its disclosure to their employees who need to have the Confidential Information in order to carry out their employment duties. We may disclose your Confidential Information to persons of the type detailed in clause 13.7 where we exercise our rights thereunder. Where we do this, we will put in place with such persons’ confidentiality obligations at least equivalent to, and in any case no less restrictive than, those set out in this clause 8.
- 8.3. Confidential Information shall not include any information that: (a) is or becomes publicly known through no action or inaction of the Receiving Party; (b) is in the possession of the Receiving Party at the time it receives the Confidential Information from the Disclosing Party; (c) the Receiving Party receives from a third party not under an obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

9. DATA PROTECTION AND PROCESSING OF CUSTOMER PERSONAL DATA

- 9.1. The following definitions are used in this clause 9 and the Schedule hereto:
 - 9.1.1. **Data Controller, Data Processor, Data Subject, Personal Data, Data Breach, Processing, Processed and Process and appropriate technical and organisational** measures shall have the meaning as defined in the Data Protection Legislation.
 - 9.1.2. **Data Protection Legislation** means in each case as applicable to the activities undertaken by the respective parties under or in connection with these Terms (i) the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the Netherlands and then any successor legislation to the GDPR applicable in the Netherlands and (ii) any local laws, rules, regulations, legal requirements, legislation, subordinate legislation, and binding judgements which relate to the protection of an individual’s Personal Data. .
 - 9.1.3. **GDPR** means the General Data Protection Regulations (EU 2016/679).
- 9.2. Each of the parties agrees to comply with all applicable requirements of the relevant Data Protection Legislation and the provisions of Schedule 1. This is in addition to, and does not relieve, remove or replace, either of our obligations under the Data Protection Legislation.
- 9.3. Except as stated below or in the Annexes, we agree that we will not, when performing the Services, process Personal Data outside of the jurisdiction(s) in which the data centre(s) you choose when you set up the Services is / are located, or the jurisdiction(s) in which such other data centre(s) as you may subsequently specify from time to time is / are located.
- 9.4. You warrant to us that you have taken all steps that are required to enable us to process the Personal Data in compliance with all Data Protection Laws and any other applicable laws, enactments, regulations, orders, standards and other similar instruments, including without limitation that you have in place the necessary notices, consents from Data Subjects for you to lawfully transfer their Personal Data to us, or have another appropriate legal basis in place to enable lawful transfer of the Personal Data to us and for us to process use and transfer such personal data in connection with the provision of the Services.
- 9.5. You agree to indemnify us against all liabilities, costs, expenses, damages and losses (including reasonable professional costs and expenses) suffered or incurred by us as a result of your breach of your obligations pursuant to clause 9.4 above.
- 9.6. We shall Process Personal Data only in accordance with your lawful instructions, including with regard to transfers of Personal Data to a further third country or an international organisation, unless required to do so by applicable law to which Exclaimer is subject; in such a case, Exclaimer shall inform you of that legal requirement before Processing, unless such applicable law prohibits Exclaimer from so notifying you.

10. SERVICE LEVELS AND WARRANTY

- 10.1. We shall provide the Services to you with reasonable skill and care in a professional manner. We provide you with a 24 hour contact service in order that you may notify us of any interruptions or any other problems with the Services as set out at <https://www.exclaimer.com/support/software-maintenance-agreement>
- 10.2. The availability of the Services may be affected (and we shall not be liable in such cases) by the following:
- 10.2.1. hardware or telecommunications failures;
 - 10.2.2. the effects of the failure or interruption of the Service by third parties such as our platform providers;
 - 10.2.3. factors outside our reasonable control;
 - 10.2.4. your actions or omissions (including without limitation, breach of your obligations set out in these Terms) or those of any third parties (including but not limited to breaks in the continuity of the electricity supply or of the telecommunications linked to our server); and
 - 10.2.5. interruptions to the Service resulting from any request by you.
- If the Services are unavailable or defective in any way then to the extent that such defect or unavailability is caused by a breach of these Terms by us, we will, at our expense, use reasonable endeavours to correct any such unavailability or defect promptly. Such correction is your sole and exclusive remedy for i) the unavailability of the Services and ii) any breach of clause 10.1.
- 10.3. Notwithstanding the foregoing, we:
- 10.3.1. do not warrant that use of the Services will be uninterrupted or error-free; and
 - 10.3.2. are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including without limitation the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications networks and facilities.
- 10.4. Save as expressly provided for in these Terms, all warranties or conditions of any kind including, but not limited to, the implied warranties or conditions of satisfactory quality and fitness for a particular purpose are excluded.
- 10.5. We provide no assurance or guarantee that the Services will provide a solution to your specific needs.
- 10.6. The Services are not bespoke or tailored to you and we do not warrant that the Services will meet your requirements. We offer no refund where you purchase the Services and then decide that they are not suitable for your requirements or are not required for any reason. We offer a trial service which allows you to evaluate the Services - we recommend you use this prior to purchasing the Services. Where you do not use the trial service to evaluate the suitability of the Services prior to purchase, you will not be entitled to a refund where you decide the Services are not suitable.

11. OUR LIABILITY

- 11.1. Nothing in these Terms shall limit or exclude our liability for:
- 11.1.1. death or personal injury caused by negligence;
 - 11.1.2. fraud or fraudulent misrepresentation; or
 - 11.1.3. any other liability which cannot be limited or excluded by applicable law.
- 11.2. Subject to clause 11.1, we shall not be liable to you, whether in contract, tort (including without limitation negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms for loss of profits; loss of sales or business, business opportunity or goodwill; loss, corruption or recovery/restoration of data or information; loss of agreements or contracts; loss of anticipated savings; loss of or damage to goodwill; loss of use or corruption of software; or any indirect, special or consequential loss, whether foreseeable or not.
- 11.3. Subject to clauses 11.1 and 11.2, our maximum liability to you per claim or series of connected claims under or in connection with the Full Subscription License, whether in contract, tort (including without limitation negligence), for breach of statutory duty, or otherwise, arising under or in connection with these the Full Subscription License shall be limited to the greater of (a) 125% of the fees paid by you in the 12 months' period preceding the date of the incident(s) giving rise to the relevant claim and (b) EUR10,000 (ten thousand euros). Subject to clauses 11.1 and 11.2, in respect of the Trial License, our maximum liability to you in aggregate is limited to EUR10.
- 11.4. Any email disclaimer texts provided or made available by us to you as part of the Services are purely for example purposes and we do not warrant the legality or accuracy of these examples or accept any liability for them.

12. FORCE MAJEURE

- 12.1. Neither party shall be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by an “**Event Outside its Control**” meaning any act or event beyond its reasonable control, including without limitation, failure of public or private telecommunications networks, breakdown or unavailability of computer hardware, software, viruses, hackers, errors, interruptions, bugs and power supply.
- 12.2. If an Event Outside its Control takes place that affects the performance of a party’s obligations under these Terms:
 - 12.2.1. that party’s obligations under these Terms will be suspended and the time for performance of its obligations will be extended for the duration of the Event Outside its Control; and
 - 12.2.2. it will use its reasonable endeavours to find a solution by which its obligations under these Terms may be performed despite the Event Outside its Control.

13. GENERAL

- 13.1. No failure or delay by either party in enforcing its rights or remedies shall prejudice or restrict any rights or remedies available to it. No waiver of any rights or remedies available to a party or of any breach of any contractual terms by the other party shall be valid unless in writing signed by each party’s directors or equivalent officer. A waiver shall not be deemed a waiver of any subsequent breach or default.
- 13.2. Subject to clause 4.3, we may amend these Terms from time to time. All revised Terms will be published on our website at <https://www.exclaimer.com/company/legal/eula> and shall be effective immediately on publication. If you do not agree with the revisions made to our Terms, you will have the right to terminate your subscription by giving us 30 days’ notice in writing any time thereafter.
- 13.3. The parties agree to comply with all applicable anti-bribery, corruption and anti-money laundering laws and regulations.
- 13.4. Save as set out in clause 4.3 and 13.2, no variation of these Terms shall be effective unless in writing and signed by the parties (or their appointed representatives).
- 13.5. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 13.6. These Terms are personal to you and you shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under these Terms.
- 13.7. We may at any time assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of our rights under these Terms. Where we subcontract any element of the Services, we shall be responsible for the acts and omissions of our subcontractors as if they were our own. You agree that you shall, on request, provide reasonable assistance to us as required to give effect to this clause 13.7.
- 13.8. Unless expressly stated to the contrary in these Terms (including without limitation under clause 13.2), all notices given to a party under or in connection with these Terms shall be in writing and shall be delivered by hand, by pre-paid postal delivery or by pre-paid courier at its registered office (if a company) or its principal place of business (in any other case). Notices shall be deemed to have been received:
 - 13.8.1. when delivered, if delivered by hand or by courier; or
 - 13.8.2. on the fourth day after posting if sent by pre-paid postal delivery; or
 - 13.8.3. on the tenth day after posting, if posted by airmail.This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 13.9. No one other than a party to these Terms, their successors and permitted assignees, shall have any right to enforce any of the Terms.
- 13.10. These Terms and the fee details referred to in clause 4 contain the whole agreement between you and us in relation to their subject matter and supersede all prior agreements, promises, assurances, warranties, representations, arrangements and understandings between you and us relating to that subject matter.
- 13.11. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 13.12. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

- 13.13. The parties hereby agree that these Terms and any dispute or claim (including without limitation non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation shall be governed by and construed in accordance with the laws of the Netherlands. The parties hereby irrevocably submit to the exclusive jurisdiction of the court of Amsterdam, the Netherlands to settle any dispute or claim (including without limitation contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

SCHEDULE 1 DATA PROCESSING AGREEMENT

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these (the Clauses) is to ensure compliance with Article 28(3) and (4) of 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, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (b) You are the Data Controller and we are the Data Processor for the purposes of this Schedule and the Data Protection Legislation. The parties have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29(3) and (4) of Regulation (EU) 2018/1725.
- (c) These Clauses apply to the processing of personal data as specified in Annex I.
- (d) Annexes I to III are an integral part of the Clauses.
- (e) These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- (f) These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

Clause 2

Invariability of the Clauses

- (a) The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.

Clause 3

Interpretation

- (a) Where these Clauses use the terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively.
- (c) These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

Clause 4

Hierarchy

In the event of a contradiction between these Clauses and the provisions of the Terms between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

SECTION II

OBLIGATIONS OF THE PARTIES

Clause 5

Description of processing(s)

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on your behalf, are specified in Annex I.

Clause 6

Obligations of the Parties

6.1. Instructions

- (a) We shall process personal data only on your documented instructions, unless required to do so by Union or Member State law to which we are subject. In this case, we shall inform you of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by you throughout the duration of the processing of personal data. These instructions shall always be documented. For this purpose, you specifically agree to our processing of your personal data as stated in this Schedule.
- (b) We shall immediately inform you if, in our opinion, instructions given by you infringe Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or the applicable Union or Member State data protection provisions.

6.2. Purpose limitation

We shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex I, unless we receive further instructions from you.

6.3. Duration of the processing of personal data

Processing by us shall only take place for the duration specified in Annex I.

6.4. Security of processing

- (a) We shall at least implement the technical and organisational measures specified in Annex II to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.
- (b) We shall grant access to the personal data undergoing processing to members of our personnel (including contractors and representatives) only to the extent strictly necessary for implementing, managing and monitoring of the contract. We shall ensure that persons authorised to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6.5. Sensitive data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards. We do not expect or need to receive or process any such sensitive data under the Terms.

6.6. Documentation and compliance

- (a) The Parties shall be able to demonstrate compliance with these Clauses.
- (b) We shall deal promptly and adequately with inquiries from you about the processing of data in accordance with these Clauses.
- (c) We shall make available to you all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725. At your request, we shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, you should take into account relevant certifications held by us. In particular, you acknowledge that we are ISO27001 certified and audited for compliance with that standard from time to time by independent third parties. You agree that such audits shall normally satisfy the audit requirements of this clause 6.6.
- (d) You may choose to conduct the audit by yourself or mandate an independent auditor. Audits may also include inspections at our premises or physical facilities and shall, where appropriate, be carried out with reasonable notice and subject always to the duty of confidentiality.
- (e) The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

6.7. Use of sub-processors

- (a) You authorise us to engage sub-processors listed in Annex III. We shall inform you in writing of any intended changes of that list through the addition or replacement of sub-processors at least 10 days in advance, thereby giving you sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). We shall provide you with the information necessary to enable us to exercise the right to object. In emergencies (such as failure of a third party data centre) we may appoint a new sub-processor immediately to protect your personal data and ensure continuity of the Service in which case we will notify you as soon as practically possible.
- (b) Where we engage a sub-processor for carrying out specific processing activities (on your behalf), we shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on us in accordance with these Clauses. We shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- (c) At your request, we shall provide to you a copy of such a sub-processor agreement and any subsequent amendments. To the extent necessary to protect business secret or other confidential information, including personal data, we may redact the text of the agreement prior to sharing the copy.
- (d) We shall remain fully responsible to you for the performance of the sub-processor's obligations in accordance with its contract with us. We shall notify you of any failure by the sub-processor to fulfil its contractual obligations.
- (e) We shall agree a third party beneficiary clause with the sub-processor whereby - in the event we have factually disappeared, ceased to exist in law or has become insolvent - you shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return any personal data it has stored or retained.

6.8. International transfers

- (a) Any transfer by us of personal data to a third country or an international organisation that is not recognised under GDPR as having adequate safeguards in place with respect to your personal data shall be done only on the basis of documented instructions from you or in order to fulfil a specific requirement under Union or Member State law to which we are subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725. For this purpose, the parties agree to the Standard Contractual Clauses to comply with Regulation (EU) 2016/679 as set out under the Data Protection Legislation to the extent that any of your personal data is transferred to a country outside the EEA that is not deemed by the European Union to have adequate safeguards in place.

Clause 7

Assistance to the controller

- (a) We shall promptly notify you of any request we have received from a data subject. We shall not respond to the request itself, unless authorised to do so by you.
- (b) We shall assist you in fulfilling your obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling our obligations in accordance with (a) and (b), we shall comply with your instructions
- (c) In addition to our obligation to assist you pursuant to Clause 7(b), we shall furthermore assist you in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to us:
 - (1) the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
 - (2) the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;
 - (3) the obligation to ensure that personal data is accurate and up to date, by informing you without delay if we become aware that the personal data we are processing is inaccurate or has become outdated;
 - (4) the obligations in Article 32 of Regulation (EU) 2016/679.
- (d) The Parties shall set out in Annex II the appropriate technical and organisational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.

Clause 8

Notification of personal data breach

In the event of a personal data breach, we shall cooperate with and assist you to comply with your obligations under Articles 33 and 34 of Regulation (EU) 2016/679 or under Articles 34 and 35 of Regulation (EU) 2018/1725, where applicable, taking into account the nature of processing and the information available to us.

8.1 Data breach concerning data processed by the controller

In the event of a personal data breach concerning data processed by you, we shall assist you:

- (a) in notifying the personal data breach to the competent supervisory authority/ies, without undue delay after you have become aware of it, where relevant/(unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);
- (b) in obtaining the following information which, pursuant to Article 33(3) of Regulation (EU) 2016/679 shall be stated in your notification, and must at least include:
 - (1) the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - (2) the likely consequences of the personal data breach;
 - (3) the measures taken or proposed to be taken by you to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- (c) in complying, pursuant to Article 34 of Regulation (EU) 2016/679 with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

8.2 Data breach concerning data processed by the processor

In the event of a personal data breach concerning data processed by us, we shall notify you without undue delay after we become aware of the breach. Such notification shall contain, at least:

- (a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
- (b) the details of a contact point where more information concerning the personal data breach can be obtained;
- (c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

The Parties shall set out in Annex II all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

SECTION III

FINAL PROVISIONS

Clause 9

Non-compliance with the Clauses and termination

- (a) Without prejudice to any provisions of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725, in the event that we are in breach of our obligations under these Clauses, you may instruct us to suspend the processing of personal data until we comply with these Clauses or the contract is terminated. We shall promptly inform you in case we are unable to comply with these Clauses, for whatever reason.
- (b) You shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:

- (1) the processing of personal data by us has been suspended by you pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;
 - (2) We are in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725;
 - (3) we fail to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- (c) We shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed you that your instructions infringe applicable legal requirements in accordance with Clause 6.1 (b), you insist on compliance with the instructions.
- (d) Following termination of the contract, we shall, at your choice, delete all personal data processed on your behalf and certify that we have done so, or, return all the personal data to you and delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, we shall continue to ensure compliance with these Clauses.

Annex 1 Processing Services

SCOPE AND PURPOSE OF PROCESSING	<p>We will process Personal Data provided by you or collected by us in order to manage your account with us and to fulfil our contractual obligations to you. We may also process Personal Data in an aggregated and anonymised manner to analyse trends and to track your usages of and interactions with our Services to the extent necessary for our legitimate interest in developing and improving our Services and providing you with more relevant content and service offerings.</p> <p>We will process the Personal Data for the duration of the period in which we provide Services to you.</p>
CATEGORIES OF DATA SUBJECTS AND PERSONAL DATA PROCESSED	<p>Personal Data provided by you to us or collected by us in order to manage your account. This includes the following:</p> <ul style="list-style-type: none"> • Customer name. • Customer email address. • Customer business address. • Customer telephone number. • Customer credit card or direct debit information. • Debit/Credit card name. • Debit/Credit card type. • Debit/Credit card expiry date. • Debit/Credit card number. <p>Where you log a technical support case, we will process the name and contact details of the user logging the case and the other users involved in the case. If we are provided access to email content by you (with your express permission having been granted), we will have access to any Personal Data set out in that email.</p> <p>Personal Data provided by you to us or collected by us in order to provide the Services. This includes data aggregated from your Active Directory or Google Directory or from Lists and Content such as:</p> <ul style="list-style-type: none"> • Sender's/Recipient's First, Last and Full name. • Sender's/Recipient's business address. • Sender's/Recipient's company name. • Sender's/Recipient's telephone number. • Sender's/Recipient's email address. • Sender's email subject line and content information for the inclusion of the signature block. • Any other information that you expose to us via Custom Attributes within the signature block. <p>No sensitive data is processed by us unless you include it in the Content of emails.</p>
NATURE OF PROCESSING	<p>Personal Data provided by you to us or collected by us in order to manage your account is stored for the duration of your relationship with us.</p> <p>Where you log a technical support case, the data relating to the case is stored within our CRM. Personal Data provided by you to us or collected by us in order to provide the Service(s) is aggregated from your Active Directory or Google Directory and stored. This stored copy of the data is then used during the processing of the signature block prior to inclusion within the signature. This data is held separately from the main signature block, with the signature block being deleted once it has been included within the email. The aggregated data is stored for the duration of your relationship with us, after which time it is deleted in its entirety.</p>
SUBPROCESSORS	<p>The data centre that runs the Exclaimer Email Signature Service is owned and operated by a sub-processor named in Annex 3. We also use CRM and other systems of third parties to assist us in providing the Services to you as stated in Annex 3</p>
DURATION AND FREQUENCY OF PROCESSING	<p>Only for the duration of your subscription to the Service and frequency is determined by the number of emails/surveys sent by you through our data centre.</p>
CONTACT	<p>dpo@exclaimer.com or write to us at FAO: The DPO, Exclaimer Europe B.V., Bollenmarkt 8 E, 1681 PJ Zwaagdijk-Oost, The Netherlands</p>

ANNEX 2

Technical and Organisational measures to ensure the security of your

Personal Data implemented by Exclaimer:

Security Requirement	How Data Importer implements security measures
Physical access control measures to prevent unauthorized persons from gaining access to Processing systems or premises where Personal Data are Processed or used.	<p><i>Card access control system with documentation of key holders.</i></p> <p><i>Security patrolled business park.</i></p> <p><i>Physical security service inside building.</i></p> <p><i>Monitored alarm system.</i></p> <p><i>CCTV.</i></p> <p><i>Locked server room with authorized personnel access only.</i></p>
Access control measures to prevent Processing systems from being used without authorization. Including Importer's representatives access permissions segregation to Processing systems and Personal Data such as read, copy, modify, delete.	<p><i>Individual user log-in to corporate network.</i></p> <p><i>All development, staging, production systems are located within secure Data Centres.</i></p> <p><i>Access to production level infrastructure per tenancy is limited to secure certificate endpoint.</i></p> <p><i>Processors Password policy procedures are regulated by Password Policy.</i></p> <p><i>Automatic password-protected blocking of computer after a certain period of time without user activity.</i></p>
Transmission control measures taken in by Importer and Exporter to ensure that Personal Data cannot be read, copied, modified or removed without authorization during electronic transmission or transport, and that it is possible to check and establish to which bodies the transfer of Personal Information by means of data transmission facilities is envisaged.	<p><i>Encrypted access via TLS</i></p> <p><i>Hard drive encryption of all processor employee machines used to facilitate business performance protected by Bitlocker.</i></p> <p><i>Locked server room at Processor's premises with authorized personnel access only.</i></p>
Describe the measures of input control to ensure that it is possible to check and establish whether and by whom Personal Data have been entered into Processing systems, modified or removed.	<p><i>Access rights.</i></p> <p><i>Functional responsibilities.</i></p>
Assignment control measures Importer takes to ensure that, in the case of commissioned Processing, the Personal Information are Processed strictly in accordance with the instructions of the principal.	<p><i>Training of all Processor's representatives involved in Personal Data Processing for technical and organizational security measures. Follow-up training at regular intervals.</i></p> <p><i>Specific clauses in Contractor/Employment agreements with all Processor's representatives, such as: The Right for Work Results, Confidentiality, Policies and work processes, Non-compete, Non Disclosure.</i></p> <p><i>Appointment of contact person in charge of data protection (dpo@exclaimer.com).</i></p>
Availability control measures Importer applies to ensure that Personal Data are protected from accidental destruction or loss.	<p><i>Replication/Back-up processes.</i></p> <p><i>Active/Active and regional Data Centres.</i></p> <p><i>Centralized virus protection and firewall at Processor's infrastructure</i></p> <p><i>Air conditioning for work and server/network environment.</i></p> <p><i>Fire alarm system.</i></p> <p><i>Monitored alarm system.</i></p> <p><i>CCTV.</i></p> <p><i>Contingency plans.</i></p>
Measures of pseudonymisation and encryption of personal data	<p><i>All data at rest is encrypted.</i></p> <p><i>Data in transit encrypted via TLS between user end-points and core services.</i></p> <p><i>Pseudonymisation techniques assigned to all data sat within queues or at rest.</i></p>
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	<p><i>Data Protection Officer, CTO and Director of Technical Services meet regularly to review current processes and risk register.</i></p> <p><i>Regular Penetration tests carried out on infrastructure and application (service and code level).</i></p> <p><i>3rd party IDS and Cloud Native security products built into solution.</i></p>
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	<p><i>Multiple data centres operate in an active/active configuration.</i></p> <p><i>All personal data is aggregated across all per-geo data centres.</i></p>

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing	<p><i>3rd party assessments of our security process and policies as part of our various ISO accreditations.</i></p> <p><i>Regular management reviews of process and risk register.</i></p> <p><i>Tooling to ensure adherence to process and policies, including but not limited to IDS, automated compliance tools, Managed Detection and Response systems and Zero Trust Access systems.</i></p>
Measures for user identification and authorisation	<p><i>MFA coupled with Zero trust.</i></p>
Measures for the protection of data during transmission	<p><i>TLS Encryption at all points of transmission, including between internal services.</i></p>
Measures for the protection of data during storage	<p><i>Data storage can only be accessed by internal services, all of which are protected by secured MFA access.</i></p> <p><i>Secure and encrypted transmission of data prior to storage.</i></p> <p><i>Storage technologies that incorporate encryption as standard.</i></p> <p><i>Customers only have access to their own data based on secure authentication and authorisation.</i></p>
Measures for ensuring physical security of locations at which personal data are processed	<p><i>Access controls at all Data Centres and Exclaimer offices.</i></p> <p><i>Secure door access, which is recorded and regularly reviewed.</i></p> <p><i>Camera surveillance and 24/7 security guard patrols in place.</i></p>
Measures for ensuring events logging	<p><i>3rd party tooling to ensure all external events are logged.</i></p> <p><i>In product logging of all key events.</i></p>
Measures for ensuring system configuration, including default configuration	<p><i>New tenancies are created using standard image which is regularly checked against a baseline.</i></p> <p><i>All delivery pipelines update default configurations where necessary, ensuring built-in security and compliance to standard images.</i></p>
Measures for internal IT and IT security governance and management	<p><i>Accredited to ISO27001 & 27018.</i></p> <p><i>Robust process, policies and tooling to ensure compliance.</i></p>
Measures for certification/assurance of processes and products	<p><i>Regular external 3rd party penetration testing of product and infrastructure (on material infrastructure change, product change or annually).</i></p> <p><i>3rd party quarterly assessment of compliance to process and certifications.</i></p> <p><i>Real-time tooling notifications on compliance to process and certifications.</i></p>
Measures for ensuring data minimisation	<p><i>Independent audit and product peer review of all data collected.</i></p>
Measures for ensuring data quality	<p><i>Independent teams assess multiple streams of data, with a focus on quality. Any quality issues are fed back into the process and resolved promptly.</i></p>
Measures for ensuring limited data retention	<p><i>All data storage retention timeframes are regularly reviewed and assessed.</i></p> <p><i>Audits of data storage are conducted by independent teams to ensure adherence to policies.</i></p>
Measures for ensuring accountability	<p><i>All core processes and procedures are owned by senior members of Exclaimer.</i></p> <p><i>All employees, contractual sub processors or other service providers are contractually bound to respect the confidential nature of all sensitive information.</i></p>
Measures for allowing data portability and ensuring erasure	<p><i>All data stored can be easily recreated from customers own store. Export and import routines exist across core data points.</i></p> <p><i>Data erasure policies exist as part of our wider information security policies.</i></p>

ANNEX 3

List of sub-processors

	Name of Sub-Processor	Company number	Address	Service Provided
1.	Microsoft Operations Limited (Where Signatures for O365 is used)	256796	70 Sir John Rogerson's Quay Dublin 2 D02R296 IRELAND	Cloud Provider for Email Signature solutions
2.	GPUK LLP	OC337146	51 De Montfort Street Leicester LE1 7BB UNITED KINGDOM	Credit Card Processing Services (only utilised if paying by Credit Card)
3	GoCardless	07495895	Sutton Yard 65 Goswell Road London EC1V 7EN UNITED KINGDOM	Direct debit payment handling facility.
4.	Google Cloud EMEA Limited (and each member of the group of companies to which it belongs) (Where Signature for G-Suite is used)	03977902	70 Sir John Rogerson's Quay, Dublin 2, Ireland	Cloud Provider for Email Signature Solutions (only utilised if using Google Workspace email service).
5.	Salesforce UK Limited	05094083	Floor 26, Salesforce Tower, 110 Bishopsgate, London EC2N 4AY	CRM Provider
6.	Mimecast Services Limited	4901524	1 Finsbury Avenue, London, United Kingdom, EC2M 2PF	Backup provider for Exclaimer internal systems (including email archive).
7.	Socketlabs	n/a	SocketLabs Acquisition, LLC 700 Turner Industrial Way, Suite 100 Aston, PA 19014 USA	Email delivery services (for Feedback only)
8.	Cloudflare	n/a	101 Townsend Street San Francisco, CA 94107 USA	Content delivery network and DDoS mitigation services (for Feedback only)