sign&send

Terms & Conditions 1.0.0.6

Last Updated: 7th April 2020

Laroque

Sign&Send: Terms and Conditions

The effective date of this Agreement is the date on which the individual user, or individual acting on behalf of a company and its members, accepts the terms of this Agreement (either by manually signing the Agreement or if entering into it online by clicking to indicate they accept the Agreement).

Between

(1) Laroque Software Limited (registered company number SC374444) whose principal place of business is at 14 Hamilton Park Avenue, Glasgow, G12 8DU, and whose registered office is at 36 Polwarth Street, Glasgow, G12 9TX ("**Service Provider**"); and

(2) The individual who set up the Direct Debit mandate either on their own behalf or on behalf of their company and its employees/sub-contractors. For the avoidance of doubt, an individual who sets up a Direct Debit mandate on behalf of a company will ensure that all employees/sub-contractors of that company acknowledge and adhere to the terms and condition outlined in this **Agreement**. ("**Customer**")

The term "**primary stakeholders**" refers to both the **Customer** and the **Service Provider.**

1. Definitions

1.1. The definitions and rules of interpretation in this clause apply to this **Agreement**, service level provisions, and GDPR statement.

Agreement: the contents of this document which covers the key responsibilities of the **Service Provider** and **Customer**, service level agreement, GDPR and data protection, and terms of use.

Bi-weekly: once every two weeks.

Effective Date: date at which the **Customer** accepts the Agreement.

Confidential Information: information of commercial value which has been kept confidential by the party from whom the information originates and which has not come into the public domain during the term of this **Agreement** in breach of any obligation of confidence.

Controller, data controller, processor, data processer, data subject, personal data, special categories of personal data, personal data breach, supervisory authority, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation in force at the time.

Documentation: any documents such as manuals, user instructions, or otherwise that the **Service Provider** provides for the **Customer**'s users

Service: the Sign&Send service.

Third Party Integration Partner: a company that provides software and/or hardware that Sign&Send has integrated with for the purposes of providing Sign&Send functionality to that company's clients.

Working Day: a day other than a Saturday, Sunday or public holiday in Scotland when banks in Glasgow are open for business.

Working Day (England): a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.2.   A reference to one gender includes a reference to the other gender.

1.3.   Words in the singular include the plural and in the plural include the singular.

1.4.   A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5.   Except where a contrary intention appears, a reference to a clause, schedule or annex is a reference to a clause of, or schedule or annex to, this **Agreement**.

1.6.   Clause and schedule headings do not affect the interpretation of this **Agreement**.

1.7.   Writing or written includes faxes but neither e-mail nor any other form of electronic communication, except where expressly provided to the contrary.

2. Agreement Overview

This **Agreement** outlines the key responsibilities, service level agreement, GDPR and data protection obligations, and terms of use ("**Agreement**") between the **Customer** and the **Service Provider** for the provisioning of Service being the delivery, support,

and maintenance of the Sign&Send product. This **Agreement** outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This **Agreement** does not supersede current processes and procedures unless explicitly stated herein.

3. Goals & Objectives

The purpose of this **Agreement** is to ensure that the proper elements and commitments are in place to provide consistent IT service delivery and support to the **Customer** by the **Service Provider**. The goal of this **Agreement** is to obtain mutual agreement for IT service provision between the **Customer** and the **Service Provider** and to outline the terms and conditions under which the **Customer** can use Sign&Send.

The objectives of this **Agreement** are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the **Customer**.
- Match perceptions of expected service provision with actual service support & delivery.
- Outline the terms and conditions for ongoing use of Sign&Send by the **Customer**.
- Establish appropriate roles and obligations under the EU General Data Protection Regulation (GDPR)

4. Term

This **Agreement** is valid from the **Effective Date** outlined herein and shall remain in force until terminated by one or both of the primary stakeholders.

5. Service Agreement

The following detailed service parameters are the responsibility of the **Service Provider** in the ongoing support of this **Agreement**.

5.1.   The **Service Provider** will deliver, support, and maintain the Sign&Send service to and for the **Customer**. Sign&Send is a Microsoft Word^{TM} plug-in that is compatible with Microsoft Word^{TM} 2010, 2013, 2016, and 2019 and the Windows^{TM} operating system versions 7, 8, 10. Sign&Send enables users to

send bespoke letters via surface mail direct from their Windows™ desktop and Windows™ laptop computers with a few simple clicks. Mail can be sent first class, second class, and by recorded delivery. It is also possible to send documents for online digital signature collection (eSign) and via email-as-PDF, Fax, and SendFile (where available).

5.2.   While Sign&Send is compatible with Microsoft Word™ 2010, the **Service Provider** does not provide technical support or maintenance for that version of Microsoft Word™ in relation to Sign&Send functionality or compatibility.

5.3.   The **Service Provider** offers a free trial period of the software once a user has set up their account. The free trial period is limited to two sent items via the following sending methods: first class, second class, and eSign. A maximum of one eSign (Certified) can also be sent as part of (but not in addition to) the two sent item limit. The maximum number of pages for each item must not exceed two pages (inclusive of any enclosure). Any sent item that does not adhere to these criteria will not constitute part of the free trial and will be charged to the **Customer**.

5.4.   The **Service Provider** will monitor the status of sent letters to ensure that all outgoing letters are successfully printed, enveloped, franked, and placed into the surface mail stream. The **Customer** will receive an itemised 'Sent Letters' report with their invoice. The **Customer**'s users will receive a PDF copy of all letters they have sent via first class, second class, recorded delivery, eSign, email-as-PDF, and Fax into a company email account (where available). In the event of a problem with outgoing mail, the **Service Provider** will inform the **Customer** by email or telephone as soon as it is aware of the problem and will work towards resolving the issue in a timely manner. The **Service Provider** accepts no liability for letters once they have entered the Royal Mail surface mail stream.

5.5.   Letters can be submitted 24 hours a day on any day of the year. The latest time an outgoing letter can be sent is 16:30:00 on each Working Day (England). Letters sent after this time will be processed two Working Days later (England).   Letters sent at, or before, 16:30:00 on a given working day are printed, enveloped, franked, and entered into the Royal Mail surface mail stream on the next Working Day (England).

5.6.   Letters of 1-8 pages inclusive in length will automatically be sent out in a C5 envelope. Letters of 9-50 pages inclusive in length will automatically be sent

out in a C4 envelope. Letters of 51 pages or more will automatically be sent out in a packet or a box; whichever is most appropriate to the number of pages. These figures are inclusive of the cover letter and any enclosures.

5.7. Letters sent via First Class Post are delivered by Royal Mail and will arrive to their recipient approximately 1-2 Working Days (England) after they have entered the Royal Mail surface mail stream. Letters sent via Second Class Post are delivered by a downstream access (DSA) provider and will arrive to their recipient approximately 2-4 Working Days (England) after the items have entered the Royal Mail surface mail stream. Letters sent via Recorded Delivery are delivered by Royal Mail and will arrive to their recipient approximately two Working Days (England) after they have entered the surface mail stream. The **Customer** will automatically receive a tracking number for their Recorded Delivery Mail as soon as one has been assigned to their mail item; this will enable the **Customer** to monitor the delivery status of their letter. The **Customer** should note that it generally takes at least 24 hours between the **Customer** receiving the tracking number and the tracking number becoming active on the Royal Mail 'Track and Trace' website. Due to the business process involved in sending letters via surface mail, the **Service Provider** saves the address of the intended recipient for seven days; after which, it is deleted.

5.8. Letters sent for online digital collection can be electronically sent directly to an intended signatory at any time. Your intended signatory can then sign the document using their PC, smartphone, or tablet/iPad^{TM}, and instantly return the document to its originating sender. Once signed, both the originating sender and the **Customer** will receive identical signed copies of the document. The originating sender will also receive an audit report with biometric data that confirms the validity of the intended signatory's digital signature. The **Service Provider** will monitor the status of all letters sent for online digital signature collection and the **Customer** will receive an itemised report of outgoing digital signature collection letters with their invoice. In the event of a problem with outgoing letters for online digital signature collection, the **Service Provider** will inform the **Customer** by email as soon as it is aware of the problem and will work towards resolving the issue in as timely a manner as possible. In order to sign the document, the **Customer**'s recipient must accept the terms of using the online digital signature collection function, that is: 1) the Privacy Policy; and, 2) the encryption of the intended signatory's biometric data in the document to guarantee the legality and security of the signature.

If your intended signatory does not accept these terms, they will not be able to sign the document online. The **Service Provider** accepts no liability for any documents that are sent for online digital signature collection but that are not signed, for whatever reason, by the **Customer**'s intended signatory; the **Customer** will still be charged for use of the online digital signature collection service. This includes incorrectly entered recipient email address(es) (or any case where delivery cannot be completed).

5.9.   The **Service Provider** will arrange, with the **Customer**, for the collection of all necessary data to allow the **Customer**'s employees to use Sign&Send. Typically, this data will include the employee's name, position, professional email address, professional contact telephone number, professional fax number, and a copy of the employee's signature. The **Service Provider** will produce a signature graphic of the employee's signature and will destroy any hard copy or scanned version. The **Service Provider** will then use this data to set up a user profile which will enable the **Customer**'s employee to login to Sign&Send and have their professional details and signature automatically inserted at the point of generating the letter. The **Service Provider** will add additional users as and when the **Customer** requests it and will aim to fulfil such requests within ten Working Days of receiving all necessary data; including any hard copy version or scanned version or eSign version of the new user's signature. The new user will be notified when the new user's profile has been fully set up.

5.10.   In the event that it was not possible for Royal Mail to deliver your mail item, the mail item will be returned to: Legal Post Returns, Ricoh House, 2 Gatton Park Business Centre, Wells Place, Merstham, Redhill, RH1 3LG. The **Service Provider** will, in conjunction with its print partner, arrange for a scanned copy of the mail to be emailed to the person who sent the letter. This will serve as a notification that the mail item could not be delivered. The hard copy version of the returned mail item will then be destroyed after one month at a secure location on the **Service Provider**'s print partner's site.

5.11.   In the event that the **Customer** has selected a Business Return Envelope (BRE) (where available) to be sent to an intended recipient, the **Service Provider** will, in conjunction with its print partner, arrange for a scanned copy of the contents of the BRE to be emailed to the person who sent the letter. The hard copy version of the BRE and its contents will then be professionally destroyed

after seven days at a secure location on the **Service Provider**'s print partner's site.

5.12. The **Service Provider** agrees to provide **Customers** with a Letter Recall service as part of the Sign&Send service. This will provide **Customer**s with a fifteen minute window to recall a letter they have sent by simply replying to the email that contains the PDF pre-print of the letter they wish to recall. The **Customer** will receive an automatic email confirmation once the letter has been successfully recalled. The **Service Provider** accepts no liability for mail that has been incorrectly or unintendedly sent by the **Customer** but, where possible, will work with the **Customer** to prevent the mail item being sent. In the event that the **Service Provider** receives a request from the **Customer** to recall a mail item after the fifteen minute window has elapsed, a minimum service charge of £50 (plus VAT) will apply and will be added to the **Customer**'s subsequent invoice. Please note: this charge is minimum and may vary depending on the extent of action required to have the letter manually recalled. It may not always be possible to recall a letter if it has already entered the print process. In such an instance, and for the avoidance of doubt, the cost of sending the letter and the minimum service charge will still apply and be added to the **Customer**'s invoice. It is not possible to recall an eSign, Fax, Email-as-PDF, nor SendFile due to the instantaneous nature of direct electronic communication.

5.13. The **Service Provider** agrees to provide the **Customer** with the ability to send documents via Fax directly from their desktop where available.

5.14. The **Service Provider** agrees to provide the **Customer** with the ability to send documents via email-as-PDF directly from their desktop where available.

5.15. The **Service Provider** agrees to provide the **Customer** with the ability to send documents via SendFile directly from their desktop where available.

5.16. The **Service Provider** agrees to provide the **Customer** with the ability to send letters for surface mail delivery via Mail Merge directly from their desktop where available.

5.17. The **Service Provider** offers a 'Letter Checking' service which enables **Customer** employees to electronically pass letters from one person to another for review prior to sending. This service is a subscription service and is in addition to the standard Sign&Send package. In the event that the 'Letter Checking' service does not function as intended, the **Service Provider** will actively work with the **Customer** to identify and resolve the issue in as timely a manner as possible.

5.18.   The **Service Provider** will provide the **Customer** with a link to set up a Direct Debit to pay for the Sign&Send service. The **Customer**'s Sign&Send account will not become active for its users until the Direct Debit mandate has been completed. The **Service Provider** will invoice the **Customer** monthly alongside an itemised 'Letters Sent' report.

5.19.   The **Service Provider** will ensure that all **Customer** data is processed in accordance with GDPR requirements and that **Customer** confidentiality is maintained at all times. For further information, please see **Annex 1: GDPR Data Processing Agreement between Laroque Software Limited and Customer.**

6. Service Scope

The following Services are covered by this **Agreement**:

6.1.   Sign&Send guarantees 99.9% availability excluding planned outages for maintenance which are carried out during off-peak hours.

6.2.   Manned telephone support from Monday – Friday from 10:00-17:00 GMT excluding Scottish Bank Holidays.

6.3.   Monitored email support from Monday – Friday from 10:00-17:00 GMT excluding Scottish Bank Holidays

6.4.   Remote assistance using Remote Desktop and a Virtual Private Network where available.

6.5.   Monthly system health check.

6.6.   The **Service Provider** will notify the **Customer** about any planned outages and/or software/maintenance updates to the Sign&Send service prior to implementation. The **Service Provider** will notify the **Customer** five Working Days in advance of any proposed updates to the Sign&Send service. The only exception to this will be where a priority P1 or P2 support request has been received and a software update is the only way to resolve the issue. In such an instance, the **Service Provider** will liaise directly with the **Customer** about any proposed software updates.

6.7.   The support response times and priority definitions are noted in the table below. The response times are defined from the date and time that the written notification of a fault is sent to support@signandsend.co.uk:

Priority	Description	Response Time	Target Resolution Time
P1 – Critical	Total failure of the Sign&Send service preventing access to and/or use of the service.	1 hour	24 hours
P2 – Urgent	Failure of one or more of the core functionalities	1 hours	48 hours

	of the service.		
P3 – Normal	Problem affects an individual and needs to be resolved before a regular maintenance window.	3 hours	1 week
P4 – Routine	A routine inquiry, information request, or a problem which does not affect the primary use of the platform and its operation.	4 hours	2 weeks

7. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

7.1. The Customer acknowledges that the Sign&Send service is compatible with Microsoft Word™ 2010, 2013, 2016, and 2019 and the Windows™ operating system versions 7, 8, 10. The Customer agrees not to use the Sign&Send Service with incompatible versions of Microsoft Word™ and Windows™ operating systems. The Service Provider accepts no liability, nor is under any obligation to provide technical support, in the event that an attempt is made to use Sign&Send with incompatible software. The Service Provider has no responsibility when it comes to the Customer's hardware.

7.2. The Customer acknowledges that while Sign&Send is compatible with Microsoft Word™ 2010, the Service Provider does not provide technical support or maintenance for that version of Microsoft Word™ in relation to Sign&Send functionality or compatibility.

7.3. The Customer agrees to update Sign&Send to the latest version as and when such updates become available.

7.4. The Customer acknowledges that the free trial period is limited to two sent items via the following sending methods: first class, second class, and eSign. A maximum of one eSign (Certified) can also be sent as part of (but not in addition to) the two sent item limit. The maximum number of pages for each item must not exceed two pages (inclusive of any enclosure). Any sent item that does not adhere to these criteria will not constitute part of the free trial and will be charged to the Customer.

7.5. The Customer acknowledges that Sign&Send requires a connection to the internet in order to work and does not work if offline. It is recommended that an internet speed of *at least* 20 MBPS is used in conjunction with Sign&Send. The Customer acknowledges that Sign&Send will be less efficient at uploading documents if there is poor internet connectivity.

7.6. The **Customer** agrees to only use Sign&Send in the manner that it is intended to be used and as indicated by the manual and the other accompanying **Documentation**. The **Service Provider** accepts no liability for improper or incorrect use of the Sign&Send service nor is under any obligation to provide technical support under such circumstances. The **Service Provider** reserves the right to cease the **Customer**'s Sign&Send service in the event of improper or incorrect use of the **Service**. In such an instance, all outstanding **Customer** invoices must be settled by the **Customer** within 20 Working Days.

7.7. The **Customer** agrees to make available a representative from within the **Customer**'s organisation who will be the primary person for the **Service Provider** to liaise with in relation to all Sign&Send matters. In the event that a Sign&Send related service requires the **Service Provider** to carry out an investigation within the **Customer**'s IT environment, the **Customer** agrees to make this representative reasonably available, or another representative, in order that a solution can be achieved.

7.8. The **Customer** agrees to actively work with the **Service Provider** to gather all necessary user data to enable the **Service Provider** to set up individual user profiles for the **Customer**'s users. In doing so, the **Customer** acknowledges that it has the necessary required consent (or other legal basis) to share the data of their users with the **Service Provider**. Typically, this data will include the employee's name, position, professional email address, professional contact telephone number, professional fax number, and a hardcopy/scanned copy of the employee's signature.

7.9. It is the responsibility of the **Customer** to inform the **Service Provider** in writing of users that should be removed either due to their contractual expiration with the **Customer** or for any other reason. The **Service Provider** agrees to stop the Sign&Send service for such users within a maximum of three Working Days of receipt of the written notification from the **Customer** to stop the Sign&Send service for a particular user. Any remaining data pertaining to that user will be destroyed and/or erased within ten Working Days. The **Service Provider** accepts no liability for continued use of the Sign&Send service by former users of the **Customer**'s organisation if the **Service Provider** has not been informed in writing by the **Customer** that specific users should be removed from the Sign&Send service; this includes the period of time between receiving the written notification and the actual removal of the user.

In such an instance, the **Customer** will still be charged for any letters sent by that user via the Sign&Send service.

7.10. The **Customer** agrees to provide the **Service Provider** with an annual list of employees that have left their organisation during the preceding twelve month period. The start date of this twelve month period is the same as the effective date of this **Agreement**. The **Service Provider** will then delete all data relating to that user within twenty Working Days of the date of receipt of the list of employees that have left the **Customer**'s organisation. The **Service Provider** accepts no liability for retaining the data of the **Customer**'s users who are no longer in the employment of the **Customer** if the **Service Provider** has not been informed in writing by the **Customer**. It is the **Customer**'s obligation to inform the **Service Provider**.

7.11. The **Customer** agrees to pay for the Sign&Send service via a Direct Debit Mandate. An email containing a link to an online Direct Debit Mandate completion form will be sent to the **Customer** by the **Service Provider** as part of the onboarding process. The **Customer** agrees to complete this Direct Debit mandate and agrees to monthly (or, if the **Customer** prefers, bi-weekly) invoicing and Direct Debt collection.

7.12. The **Customer** acknowledges that all letters sent for Royal Mail surface mail stream delivery have a daily submission cut-off time of 16:30:00. Letters submitted to the Sign&Send service prior to or at this submission time will be printed and handed to Royal Mail for delivery on the next Working Day (England). Letters submitted after this time and up to 00:00:00 will be printed and handed to Royal Mail for delivery two Working Days (England) after their submission.

7.13. The **Customer** acknowledges letter specific reference details such as 'Our ref', 'Our reference', 'Your ref', 'Your reference', 'Email', 'Tel', 'Telephone', and 'Fax' will be repositioned to ensure that they do not: (a) clash with the company letterhead; or (b) appear in the window of the envelope.

7.14. The **Customer** agrees not to move the letter specific reference details when the letter is in preview mode. The **Customer** acknowledges that the reason for this is to ensure that the letter specific reference details do not clash with the **Customer**'s company letterheaded paper. The **Service Provider** accepts no liability for letter specific reference details that clash with the **Customer**'s company letterheaded paper if the letter specific reference details were

repositioned by the **Customer** or the **Customer**'s employee at the preview stage. The **Customer** acknowledges that they will still be charged for the letter.

7.15.   The **Customer** acknowledges that the address of their intended recipient will be moved and reformatted in order that it will fit within the windowed envelope.

7.16.   The **Customer** acknowledges that letter specific reference details must be separated from the address block by at least one character return.

7.17.   The **Customer** agrees not to move the position the intended recipient's address block when the letter is in preview mode. The **Customer** acknowledges that the reason for this is to ensure that the intended recipient's address block correctly aligns with a window envelope. The **Service Provider** accepts no liability for address blocks that are not correctly aligned with the windowed envelope if the address block was repositioned by the **Customer** or the **Customer**'s employee at the preview stage. The **Customer** acknowledges that they will still be charged for the letter.

7.18.   The **Customer** acknowledges that eSign has a different legal standing than eSign (Certified) and that the **Service Provider** is not responsible for the legal validity of eSign (Certified) but, rather, that responsibility resides with the provider of eSign (Certified) services used by the **Service Provider**.

7.19.   The **Customer** acknowledges that the PDF version of the letter might differ slightly in presentation from the Word^{TM} version of the letter. This is to ensure that adequate space is provided for: the recipient's address; the identifying barcodes; the letter specific details; the company letterhead/footer; the insertion of the user's signature, name, and professional title; and the addition of the enclosure table (if applicable). As such it is possible that, for example, a one page letter might generate as a two page letter.

7.20.   The **Customer** acknowledges that enclosures to letters may be slightly scaled in order to accommodate the identifying barcode on each page of the enclosure. This will be a fractional scale and will not affect the content of the enclosure. There is, however, the possibility that the fractional scaling might result in an extra page being added to the enclosure. That is, for example, a one page enclosure becomes a two page enclosure because the cumulative

effect of the re-scale has resulted in the last line of page one running onto the top of a new page (in this instance page two).

7.21.   The **Customer** acknowledges that all letters and/or enclosures must be A4 paper size.

7.22.   The **Customer** acknowledges that the name of each individual enclosure and its page number will be added within the footer of each individual enclosure.

7.23.   The **Customer** acknowledges that the ability to send mail items via first class, second class, and recorded delivery is limited to the United Kingdom.

7.24.   The **Customer** acknowledges that Spreadsheets uploaded for the purposes of mail merge must contain, as a minimum, the following cells as column headers: FullName; Address1; Address2; Address3; Address4; Town; Postcode. These column headers must then correlate to the letter bookmarks as: <FullName>; <Address1>; <Address2>; <Address3>; <Address4>; <Town>; <Postcode>.

7.25.   The **Customer** acknowledges that all bookmarks in a document must have a corresponding Excel Column header and agrees not to insert bookmarks at the preview stage. It is the **Customer**'s responsibility to review the pre-print PDF to ensure that all bookmarks have been correctly populated. In the event that a bookmark has not populated, the **Customer** should reply to the emailed pre-print PDF example copy of their mail merge letter to cancel it. This must be done within 15 minutes of receiving the emailed pre-print PDF example copy. The **Service Provider** accepts no responsibility for mail merge letters that are sent containing unpopulated bookmarks and the **Customer** will still be charged for any mail merge letters sent with unpopulated bookmarks.

7.26.   The **Customer** acknowledges that the use of currency in mail-merge is limited to United States Dollars and Great British Pounds.

7.27.   The **Customer** acknowledges that the first empty cell within the 'FullName' Spreadsheet header column is interpreted by Sign&Send as representing the end of the list of intended mail merge recipients. As such, the **Customer** acknowledges and agrees to ensure that there is appropriate data within 'FullName' column for their list of intended recipients. The **Service Provider** accepts no responsibility for incomplete mail merges when this is not the case.

7.28. The **Customer** acknowledges that first class and second class postage methods are the only postal classes available for mail merge.

7.29. The **Customer** acknowledges that the there is a charge of £10 plus VAT to update a user's name, signature graphic, and/or professional title. This charge will be automatically added to the **Customer**'s invoice. Such changes will be implemented by the **Service Provider** within 3 Working Days.

7.30. The **Customer** acknowledges that the there is a charge of £10 plus VAT to update, amend, or change their company letterhead/company logo. This charge will be automatically added to the **Customer**'s invoice. Such changes will be implemented by the **Service Provider** within 3 Working Days.

7.31. The **Customer** acknowledges and consents to **Service Provider** saving PDF copies of all **Customer** correspondence for a period of 10 days after which all PDF copies will be deleted. This is to ensure that correspondence can re-processed in the unlikely event of a system error.

7.32. The **Customer** acknowledges and consents to the **Service Provider** saving the address of the intended recipient of surface mail items for a period of seven days and the **Customer** acknowledges that the **Service Provider** will delete this data after seven days.

7.33. The **Customer** acknowledges that where the **Service** is provided to them via a third party integration partner (e.g. a case management provider), that the **Service Provider** is not responsible nor liable for any support or maintenance calls related to the third party's software and/or hardware. The Customer further acknowledges that the **Service Provider** is under no obligation to integrate with a third party integration partner.

8. Service Assumptions

Assumptions related to in-scope services and/or components include:

8.1. That the **Service Provider**'s print partner carries out their contractual obligations and duties as intended. The **Service Provider** accepts no liability for mail that has not been sent due to strike action, system failure, adverse weather, natural disaster, a **Force Majeure Event** or any other reason that might result in the cessation or suspension of usual operations and/or temporary unavailability of usual operations of the **Service Provider**'s print partner.

8.2. Royal Mail carries out their usual contractual obligations and duties. The **Service Provider** accepts no liability for mail that has not been sent due to strike action, system failure, adverse weather, natural disaster, a **Force Majeure Event** or any other reason that might result in the cessation or suspension of usual operations and/or temporary unavailability of usual operations of Royal Mail.

8.3. That the **Service Provider**'s Microsoft^{TM} hosted web servers operate as normal and as expected. The **Service Provider** accepts no liability for mail (whether hard copy or electronically) that has not been sent due to strike action, system failure, adverse weather, natural disaster, a **Force Majeure Event** or any other reason that might result in the cessation or suspension of usual operations and/or temporary unavailability of usual operations of Microsoft^{TM} hosted web servers.

8.4. That the **Service Provider**'s eSignature provider carries out their contractual obligations and duties as intended. The **Service Provider** accepts no liability for eSignatures that have not been sent due to strike action, system failure, adverse weather, natural disaster, a **Force Majeure Event** or any other reason that might result in the cessation or suspension of usual operations and/or temporary unavailability of usual operations of the **Service Provider**'s eSignature provider.

8.5. That any third party integration partner that the **Service Provider** has entered into an agreement with to provide Sign&Send carries out their contractual obligations and duties in relation to the **Service Provider**. The **Service Provider** accepts no liability for any disruption to the **Service** due to strike action, system failure, adverse weather, natural disaster, a **Force Majeure Event** or any other reason that might result in the cessation or suspension of usual operations and/or temporary unavailability of a third party integration partner.

8.6. That the **Customer** adheres to and acknowledges their responsibilities outline in Clause 7 and adheres to and acknowledges the terms of use outlined in Clause 9.

8.7. Changes to services will be communicated and documented to all **Customers**.

9. **Terms of Use**

9.1.   The **Customer** agrees that letters sent using the Sign&Send service will comply with the terms and conditions of Royal Mail's prohibited and restricted items. This includes a prohibition on sending obscene or extreme pornography as detailed in Part 5 of the Criminal Justice and Immigration Act 2008 and indecent photographs or pseudo-photographs of a child as detailed in Section 160 and 161 of the Criminal Justice Act 1988. Failure to comply will result in immediate termination of the Sign&Send service for the **Customer** and, if applicable, notification of the relevant authorities.

9.2.   The **Service Provider** is not responsible for the content of letters processed via the Sign&Send service. The **Customer** accepts all responsibility (and any and all liability arising therefrom) for the content of all letters.

9.3.   The **Service Provider** accepts no liability for the loss of user passwords and expects and requires that users do not share their passwords. Letters sent via **Customer** computers with a logged in user are assumed to have been sent by that user. It is the responsibility of the **Customer** to ensure that this is always the case. The **Service Provider** accepts no liability for instances where this is not the case. The **Service Provider** will never ask you for your password.

9.4.   The **Service Provider** agrees not to share any **Customer** data with any third party not working in contractual partnership with the **Service Provider** for the specific aim of fulfilling the contractual obligations of this **Agreement**. Any email correspondence that the **Customer** receives from the **Service Provider** will always be related to the Sign&Send service.

9.5.   The **Customer** agrees to not:

(a)   upload or distribute of any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the **Service**,

(b)   modify, disassemble, decompile or reverse engineer the **Service**,

(c)   probe, scan, test the vulnerability of, or circumvent any security mechanisms used by, the sites, servers, or networks connected to the **Service**,

(d)   take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the **Service**,

(e)   copy or reproduce the **Service**,

(f)   access or use any other **Customers'** or their users' data through the **Service**,

(g)   maliciously reduce or impair the accessibility of the **Service**,

(h)   use the **Service** to post, promote, or transmit any unlawful, harassing, libellous, abusive, threatening, harmful, hateful, or otherwise objectionable material, or

(i)   transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

9.6.   The **Service Provider** reserves the right to stop providing the Sign&Send service to the **Customer** in the event that the **Service Provider** considers these terms in this clause 9, alongside the other responsibilities of the **Customer** outlined in this **Agreement**, to have been violated.

10. Warranty as to Service

10.1.   The **Service Provider** warrants:

(a)   that the **Service** is proprietary to the **Service Provider** and that it has the right to license all rights in and to the **Service** to the **Customer**.

10.2.   The **Service Provider** shall not have any liability under the warranties in clause 10.1 if it can demonstrate that any failure of the **Service** to comply with such warranties was wholly caused by unauthorised modifications made to the **Service** or **Customer** hardware by, or on behalf of, the **Customer**.

10.3.   If the **Service** is determined in a court of law to be infringing and the **Service Provider** is unable, after using all reasonable efforts, to procure for the **Customer** the right to continue using the **Service**, or to provide the **Customer** with functionally equivalent non-infringing **Service**, this **Agreement** and any permissions to use the **Service** will be terminated, without prejudice to the **Customer'**s right to damages for such termination.

10.4.   The **Service Provider** shall have no liability for any claim of intellectual property infringement:

(a)   caused by the **Customer'**s use of the **Service** in combination with software not recommended by the **Service Provider**; or

(b)   resulting from any unauthorised modification of the **Service** made by, or on behalf of, the **Customer**.

11. New Versions and Maintenance Releases

11.1.   The **Service Provider** can inform the **Customer** of any New Versions it has developed and the **Customer** has the option to install such New Versions.

11.2.   The **Service Provider** will provide the **Customer** with all Maintenance Releases generally made available to its **Customer**s.

11.3.   The **Customer** agrees to update their version of Sign&Send to the latest version as and when a new update becomes available. The **Service Provider** is under no obligation to provide support or maintenance to versions that are not the most recently made available version.

12. Confidentiality

In relation to the **Customer**'s Confidential Information:

12.1.   The **Service Provider** shall treat as confidential all Confidential Information of the **Customer** supplied under this **Agreement**. The **Service Provider** shall not divulge any such Confidential Information to any person except to its own employees or sub-contractors and then only to those employees and sub-contractors who need to know the same. The **Service Provider** shall ensure that its employees or sub-contractors are aware of, and comply with, the provisions of this clause 12.

12.2.   The **Service Provider** may provide any subcontractor with such **Customer**'s Confidential Information as it needs to know in order to perform its obligations relating to the Work provided that the **Service Provider** shall ensure that such subcontractor(s) is aware of and complies with this clause 12; and

12.3.   This clause 12 shall remain in full force and effect notwithstanding any termination of the Licence or this **Agreement**.

In relation to the **Service Provider**'s Confidential Information:

12.4.   The **Customer** shall treat as confidential all Confidential Information of the **Service Provider** contained or embodied in the **Service** or **Documentation**, or otherwise supplied to the **Customer** during the performance of this **Agreement**;

12.5.   The **Customer** shall not, without the prior written consent of the **Service Provider**, divulge any part of the **Service Provider**'s Confidential Information to any person other than:

(a)   the **Customer**'s Representative; and

(b)   other employees, agents or sub-licensees of the **Customer** who need to know it;

12.6.   The **Customer** undertakes to ensure that the persons mentioned in clause 12 are made aware, prior to the disclosure of any part of the **Service Provider**'s Confidential Information, that the same is confidential and that they owe a duty of confidence to the **Service Provider**; and

12.7.   The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this **Agreement**.

13. Data Protection, Security And Integrity

13.1.   Both parties will comply with all applicable requirements of UK Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the UK Data Protection Legislation.

13.2.   The parties acknowledge that:

(a)   When the **Service Provider** processes any personal data on the **Customer**'s behalf when performing its obligations under this **Agreement**, the **Customer** is the controller and the **Service Provider** is the processor for the purposes of the UK Data Protection Legislation; and

(b)   Annex 1 sets out the scope, nature and purpose of processing by the **Service Provider**, the duration of the processing and the types of personal data and categories of data subject.

13.3.   Without prejudice to the generality of clause 13.1, the **Customer** will ensure that it has all necessary appropriate consents, legal bases and notices in place to enable lawful access of the personal data to the **Service Provider** for the duration and purposes of this **Agreement** so that the **Service Provider** may lawfully use, process and access the personal data in accordance with this **Agreement** on the **Customer**'s behalf as outlined in Annex 1.

13.4. Without prejudice to the generality of clause 11.1, the **Service Provider** shall, in relation to any personal data processed in connection with the performance by the **Service Provider** of its obligations under this **Agreement** adhere to its obligations outlined in Annex 1.

14. Warranties Relating to Support

14.1. The **Service Provider** warrants that none of the New Releases supplied by the **Service Provider** under this **Agreement** infringes the intellectual property rights of any third party.

14.2. The **Service Provider** shall defend, hold harmless and indemnify the **Customer** against reasonable loss, damage, claims, liabilities, fees, costs and expenses (but excluding any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and other professional costs and expenses) arising out of any action brought against the **Customer** based on a claim that any New Release infringes any intellectual property right of any third party, provided that.

(a)   the **Service Provider** is notified promptly in writing of any such claim;

(b)   the **Customer** makes no admission or settlement of such claim without the **Service Provider'**s prior written consent;

(c)   the **Service Provider** has sole control of the defence and any negotiations for compromise;

(d)   the **Customer** provides, at the **Service Provider'**s expense, such assistance as the **Service Provider** reasonably requires; and

(e)   the **Service Provider** has no liability for any claim of intellectual property infringement caused by the **Customer'**s use of any software in combination with software not supplied by the **Service Provider** (other than the operating system originally supplied with the Hardware) or approved by the **Service Provider** in writing, or resulting from any unauthorised modification of the **Service**, or based on use of any version of the **Service** other than the latest version of it supplied by the **Service Provider**, if such claim would have been avoided by the use of such supplied version.

14.3. The **Service Provider'**s obligations under this **Agreement** are subject to, and contingent on, the proper use and care by the **Customer** of the **Service**, and do

not cover any part of the **Service**'s software which has been modified by anyone other than the **Service Provider**, except with the **Service Provider**'s approval or permission.

14.4. The **Service Provider** shall have no liability to rectify any Defect if attempts to rectify such Defect other than normal recovery or diagnostic procedures have been made by the **Customer**'s personnel or third parties without the permission of the **Service Provider**, unless the **Service Provider** has failed to respond within any relevant time period provided for in clause 6.6.

15. Payment and Interest

15.1. In respect of the **Services** provided to the **Customer** by the **Service Provider** outlined in this **Agreement**, the **Customer** shall pay a monthly invoice in arrears for any documents sent using the **Service** via Direct Debit mandate. Any additional charges such as the subscription for the letter checking service (clause 5.14) or the manual letter recall (clause 5.10) charges will be automatically added to the **Customer**'s invoice.

15.2. The price of postage is dependent upon Royal Mail postage prices which are usually updated annually. Our prices are further dependent the industry standard price of paper, envelopes, ink, online eSignatures, fax, email-as-PDF, and SendFile. The industry standard prices are something that the **Service Provider** has no control over and against which the **Service Provider** sets its pricing. As such the **Customer** acknowledges that the price of sending a letter will vary each year in accordance with industry standards.

15.3. The **Service Provider** reserves the right to amend prices and/or introduce a monthly or annual subscription charge. In such cases, advance notice will be communicated to the **Customer**.

15.4. All Direct Debit payments are collected on behalf of the **Service Provider** from the **Customer** by GoCardless. All Direct Debit Payments are covered by the Direct Debit Guarantee.

15.5. In the event that GoCardless cannot collect a Direct Debit payment from the **Customer** for whatever reason, another Direct Debit payment for the same amount will be attempted if possible. In the event that it is not possible to resubmit a second attempt to collect a Direct Debit payment from the **Customer**, a representative of the **Service Provider** will contact a representative of the **Customer** to work towards resolving the issue. The

Customer shall be liable for any costs or fees incurred by the failure of a Direct Debit payment.

15.6.   In the event, that the **Customer** refuses to pay an outstanding invoice, the **Service Provider** will cease to provide **Customer** access to the **Service** and will pursue the payment of the balance of all outstanding invoice(s) from the **Customer** via whatever legal means that **Service Provider** deems appropriate to the circumstance. In such a circumstance a monthly interest rate of 5% will be levied on monies owed by the **Customer** to the **Service Provider** from the date such payment became due.

16. Independent Contractor

16.1.   For the purpose of the **Service**, the **Service Provider** is an independent contractor and shall not hold itself out as an agent of the **Customer** except as expressly authorised in writing by the **Customer**.

16.2.   The **Service Provider** shall have complete control of the **Service** and all intellectual property rights associated with the **Service** and shall competently direct and supervise its employees, agents and subcontractors who are responsible for maintaining the **Service**.

17. Publicity

The **Service Provider** agrees not to use the **Customer'**s name or the existence of this **Agreement** in any publicity materials or advertising without the prior written consent of the **Customer**, such consent not to be unreasonably withheld or delayed.

18. Termination

18.1.   The **Customer** may terminate this **Agreement** immediately by written notice to the **Service Provider** if:

(a)   the **Service Provider** commits a material or persistent breach of any of its obligations under this **Agreement** and (in the case of a breach capable of being remedied) does not remedy such breach within 30 days of receiving from the **Customer** written notice of the breach and a request to remedy the breach; or

(b)   if the **Service Provider** has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets,

becomes insolvent, compounds or makes any arrangement with its creditors, commits any act of bankruptcy, is wound up or goes into liquidation, or if the other party suffers any analogous proceedings under foreign law; or

(c)   the **Customer** wishes to stop using the **Service** for any reason.

18.2.   The **Service Provider** may terminate this **Agreement**:

(a)   immediately by written notice to the **Customer** if the **Customer** has not paid invoices due under this **Agreement** within 30 days of the payment falling due or if the **Service Provider** consider any of the **Customer** responsibilities (outlined in Clause 7) or the terms of use (outlined in Clause 9) to have been breached; or

(b)   on 60 days written notice without providing a reason therefor.

18.3.   Upon termination of this **Agreement** the **Service Provider** will be entitled to cease to operate any Robots for the benefit of the **Customer** and the **Customer**s' employees.

18.4.   Upon termination of this **Agreement** the **Customer** shall immediately pay to the **Service Provider**:

(a)   any outstanding invoices;

18.5.   Notwithstanding anything to the contrary, upon termination of this **Agreement** the right of the **Customer** to use the **Service** shall automatically terminate.

18.6.   Any termination of this **Agreement** (however caused) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision of this **Agreement** which is expressly, or by implication, intended to come into or continue in force on or after such termination.

19. Assignation

The **Customer** shall not sub-contract, sub-licence, delegate, assign, or grant any security interest over, any of its rights or obligations under this **Agreement**, or any document referred to in it, without the prior written consent of the **Service Provider**.

20. Force majeure

Neither party shall be liable for any delay in meeting, or failure to meet, its obligations under this **Agreement** due to any cause outside its reasonable control including (without limitation) acts of God, war, riot, malicious acts of damage, fire, acts of any government authority, failure of the public electricity supply, strike, lock-out or labour dispute or apprehension thereof (whether or not the settlement of the matter is at the discretion of the party in question) (a "**Force Majeure Event**").

21. Notices

21.1. Any notice required to be given to the **Service Provider** under this **Agreement** shall be in writing and shall be delivered by email to admin@signandsend.co.uk.

21.2. Any notice required to be given to the **Customer** under this **Agreement** shall be in writing **and** shall be sent to the address, email address provided by the **Customer** to the **Service Provider** from time to time.

22. Waiver

22.1. A waiver of any right under this **Agreement** is only effective if it is in writing and signed by the waiving party, and it applies only to the person to whom the waiver is addressed and the circumstances for which it is given.

22.2. Unless specifically provided otherwise, rights arising under this **Agreement** are cumulative and do not exclude rights provided by law.

23. Severance

23.1. If any provision of this **Agreement** (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

23.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

24. Authority

24.1. Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform this **Agreement** and

that those signing this **Agreement** are duly authorised to bind the party for whom they sign.

25. Entire agreement

This **Agreement** constitutes the complete and exclusive statement of the **Agreement** between the parties with respect to the subject matter of this **Agreement**, which supersedes all proposals, oral or written, and all other communications between them relating to it.

26. Third Party Rights

Unless it expressly states otherwise, this **Agreement** does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of this **Agreement**.

27. Governing Law and Jurisdiction

27.1.   This **Agreement** and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Scotland.

27.2.   The **Customer** and the **Service Provider** irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this **Agreement** or its subject matter or formation.

DATA PROCESSING AGREEMENT BETWEEN THE **SERVICE PROVIDER** AND THE **CUSTOMER**

BACKGROUND

(A)   This Data Processing Agreement is to ensure there is in place proper arrangements relating to personal data passed from the **Customer** as a Data Controller to the **Service Provider** ("Processor") as a Data Processor.

(B)   This Data Processing Agreement is compliant with the requirements of Article 28 of the General Data Protection Regulation.

(C)   The **Customer** and the Processor wish to record their commitments under this Data Processing Agreement.

WHAT IS AGREED

In this Data Processing Agreement:

"Data Protection Laws" means the Data Protection Act 2018 and the GDPR, together with successor legislation;

"Data" means personal data passed under this Data Processing Agreement and, in particular, information about the **Customer's** employees and client-identifying information provided in relation to support requests;

"GDPR" means the General Data Protection Regulation;

"Services" means the provision of the Sign&Send service in relation thereto.

2.   CONDITIONS

The **Customer** is the data controller for the Data and the Processor is the data processor for the Data.   The Data Processor agrees to process the Data only in accordance with Data Protection Laws and in particular on the following conditions:

a.   the Processor shall only process the Data (i) on instruction from the **Customer** (ii) only process the Data for completing the Services and (iii) only process the Data in the UK with no transfer of the Data outside of the UK (Article 28, para 3(a) GDPR) unless with the written consent of the **Customer**;

b.   ensure that all employees and other representatives accessing the Data are (i) aware of the terms of this Data Processing Agreement and (ii) have received comprehensive

training on Data Protection Laws and related good practice, and (iii) are bound by a commitment of confidentiality (Article 28, para 3(b) GDPR);

c.   The **Customer** and the Processor have agreed to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, complying with Article 32 of GDPR;

d.   the Processor shall not involve any third party in the processing of the Data without the consent of the **Customer**;

e.   assist the **Customer** in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR – security, notification of data breaches, communication of data breaches to individuals, data protection impact assessments and when necessary consultation with the ICO etc., taking into account the nature of processing and the information available to the Processor (Article 28, para 3(f) GDPR);

f.   at the **Customer**'s choice safely delete or return the Data at any time. It has been agreed that the Processor will in any event securely delete the Data at the end of the Services. Where the Processor is to delete the Data, deletion shall include destruction of all existing copies unless otherwise a legal requirement to retain the Data. Where there is a legal requirement the Processor will prior to entering into this Data Processing Agreement confirm such an obligation in writing to the **Customer**;

g.   maintain the integrity of the Data, without alteration, ensuring that the Data can be separated from any other information created; and

h.   as soon as reasonably practicable contact the **Customer** if there is any personal data breach or incident where the Data may have been compromised.

3.   TERMINATION

The **Customer** may immediately terminate this Data Processing Agreement on written notice to the Processor. The Processor may not terminate this Data Processing Agreement without the written consent of the **Customer** (such consent not to be unreasonably withheld or delayed). This Data Processing Agreement will terminate automatically on the termination of the Agreement.

4.   GENERAL

a.   This Data Processing Agreement may only be varied with the written consent of both parties.

b.   For the purposes of this Data Processing Agreement the representatives of each party are detailed under Part B of the Annex.

c.   This Data Processing Agreement represents the entire understanding of the parties relating to necessary legal protections arising out of their data controller/processor relationship under Data Protection Laws.

d.   This Data Processing Agreement is subject to Scottish law and the exclusive jurisdiction of the Scottish Courts.