

## Global Terms and Conditions for JATO Retail Subscription Services

### General Construction:

**Parties.** The Contract is made between JATO and the Customer, as identified in the Sales Order Form.

**Sales Order Form.** The Subscription Services are identified in the Sales Order Form, issued by JATO. The Sales Order Form incorporates these terms and conditions.

**Terms and Conditions.** These terms and conditions set out the terms on which JATO provides the Subscription Services and Customer can use them. If a word starts with a capital letter in these terms, its definition can be found in clause 15.

**Subscription Services.** The Customer must use the Subscription Services only for the purposes and in line with the limits set out in the Contract.

**Order of Precedence:** If there is a difference between any of the documents that make up the Agreement: (i) these terms and conditions override all the other documents (except for the Commercial Terms, and where the Sales Order Form expressly changes a term in these terms and conditions); and (ii) the Service Level Agreement (if any) overrides the Sales Order Form; in each case to the extent of that difference only.

### TERMS AND CONDITIONS

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## Definitions and interpretation

### **1. Basis of Contract**

When the Customer signs the Sales Order Form or the Subscription Services start, whichever happens first, the Customer is agreeing to the Contract.

### **2. Subscription Services**

2.1. Provided the Customer complies with the terms of the Contract, JATO will supply the Subscription Services to the Customer according to the terms of the Contract.

2.2. JATO will use reasonable efforts to make the Subscription Services available to the Customer from the Initial Subscription Start Date.

2.3. JATO will supply the Customer with:

2.3.1. any necessary login credentials so that Users can access the Subscription Services;

2.3.2. regular Updates during the Subscription Term; and

2.3.3. technical help desk support and error resolution, to the extent that is provided under an applicable Service Level Agreement. If the Customer requires additional services, JATO may charge additional fees for these, after obtaining the Customer's approval.

2.4. JATO may:

2.4.1. improve, modify, enhance or substitute parts of the Subscription Services, including implementing technical protection measures;

2.4.2. add, change or remove elements of the Databases and change formats, as long as it does not significantly affect the quality of the Subscription Services; and

2.4.3. remove any Data which it no longer has the right to publish or which it has reasonable grounds to believe infringes a third party's Intellectual Property Rights.

### **3. Right to use**

3.1. The Customer accepts that the Data is licensed to it as part of the Subscription Services, not sold and that JATO and its licensors own the Databases (including copies of the Data even when they are used in line with the Contract).

3.2. If the Customer pays all fees due to JATO and complies with the Contract, JATO grants the Customer during the Subscription Term, a limited, non-exclusive, revocable, non-transferable, non-sublicensable right to:

3.2.1. allow the Customer to connect to the Subscription Services;

3.2.2. allow the Users to use the Subscription Services according to their respective functionality and to include the Data in the User Content and make the User Content available to the Permitted Recipients via the Customer Portal;

in each case for the purpose of the Customer's and the Dealers' business operations only; and

3.2.3. to allow the Permitted Recipients to view the Data as part of User Content on the Customer Portal for their personal use only.

3.3. JATO retains all rights not explicitly granted to the Customer under clause 3.2.

- 3.4. The Customer will make sure that Users comply with any “terms of use” made available on access to the Subscription Services provided, that to the extent any terms in such “terms of use” are inconsistent with or conflict with the Contract, the Contract will override.

4. ***Restrictions on use***

- 4.1. Except to the extent JATO is not permitted to exclude or restrict use under law applicable to JATO, the Customer will not use the Subscription Services (or any part of them) in any way which is not expressly permitted in clause 3.2 (including in the Commercial Terms), unless agreed by JATO in writing. The Customer will in particular:
- 4.1.1. not make any commercial use of any part of the Subscription Services (including any Data), including using it to produce a commercial product or service, or to directly generate revenue;
  - 4.1.2. not distribute, sub-licence, assign, supply or make available any of the Subscription Services (including any Data) in any form or for any purpose (whether commercial or non-commercial) to any individual or company outside the Customer;
  - 4.1.3. not use the Data for any purpose not expressly permitted by the Contract;
  - 4.1.4. not create derivative works from the Data. This includes not permitting the merging or combining of the Data with any other data set or mapping or linking them to any other data set (including to manufacturer’s codes and option codes) to enable them to be used in conjunction with that data set;
  - 4.1.5. only include the Data as individual extracts in User Content and not the entirety or a significant part of the Database;
  - 4.1.6. not use the Subscription Services to create or develop similar or competitive products or services, or products or services using similar features or functions;
  - 4.1.7. not translate the Data or make it available to Users or Permitted Recipients in any language other than the language supplied by JATO;
  - 4.1.8. not allow anyone other than the Users to access the Subscription Services;
  - 4.1.9. not use the Data to compile a database of, or re-create the whole or substantial part of a Database by making repeated and systematic copies of the Data;
  - 4.1.10. not try to copy, modify, duplicate, republish, display, de-compile, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Subscription Services;
  - 4.1.11. only publish the Data, as part of the User Content, to the Customer Portal and not permit the Data to be displayed or included on any other site, including in a frame within any other site, without the prior written permission of JATO and payment of an agreed fee;
  - 4.1.12. not conduct, facilitate, or permit any text or data mining or web scraping of Data for any purpose including to develop, train, fine-tune or validate AI systems or models, except where the Data is included in User Content published to the Customer Portal and then only to allow for public search engines services. This includes using (or facilitating or permitting the use of);
    - 4.1.12.1. any ‘robot,’ ‘bot’, ‘spider’, ‘scraper’ or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any part of the Data; or
    - 4.1.12.2. any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models including patterns, trends and correlations; and
  - 4.1.13. not use the Data to develop, train, fine-tune or validate any AI system or model (including ingesting the Data into any AI large language models).

- 4.2. Clause 4.1.12 is a reservation of JATO's rights, including under Article 4(3) of Digital Copyright Directive ((EU) 2019/790).
- 4.3. The Customer must not use the Subscription Services or any trademark or copyright notice associated with it to suggest that it is part of the Customer's offering to its customers.
- 4.4. The Customer agrees that Users can use the Data for the Permitted Use only. If they download Data without being explicitly permitted to do so under the Contract or download excessive or abnormal levels of Data, it may be considered a breach of the Contract. What is considered 'excessive' or 'abnormal' will be determined by JATO acting reasonably, based on what a typical user would download for the Permitted Use.
- 4.5. If there is unauthorised use by a User or Permitted Recipient of the Data JATO may: (a) terminate the user's access to the Subscription Services; (b) terminate access from the IP addresses used in the unauthorised use; or (c) require the Customer to end the user's access to the Subscription Services.
5. **Customer's obligations**
- 5.1. The Customer will
- be responsible for supplying the hardware and software (including configuration) requirements set by JATO which are necessary for the Customer to access and use the Subscription Services from its own systems and to maintain connectivity to the Subscription Services during the Subscription Term.
- 5.2. The Customer must:
- 5.2.1. limit access to the Subscription Services to the number of Users that actually need it to do their jobs;
- 5.2.2. keep a current list of Users and provide it to JATO within 5 Business Days of JATO asking for it; and
- 5.2.3. if the Customer publishes the Data on any Customer Portal, credit JATO as the source of the Data as follows: 'includes content supplied by JATO Dynamics Limited; "© and/or database right JATO Dynamics Limited 20[//] – 20[//]. All rights reserved. JATO Dynamic Limited's software and databases are protected by UK and international copyright and database laws. Infringement of its rights may result in civil or criminal action being taken against you.'
- 5.3. The Customer accepts that JATO may make AI tools available to Users for use as part of the functionality of a Subscription Service. Where that happens:
- 5.3.1. JATO will let Users know; and
- 5.3.2. the Customer must, and must ensure that Users, validate any AI Generated Content before use. The Customer accepts that it is responsible for reviewing and making any changes to AI Generated Content to make it meet the Customer's business requirements and Applicable Law.
- 5.4. The Customer must:
- 5.4.1. make each User aware of the rights and limits for using the Subscription Services set out in the Contract;
- 5.4.2. make each Permitted Recipient aware of the rights and limits for using the Data set out in the Contract (including by following clause 5.5); and
- 5.4.3. without affecting clause 5.7 and 5.8 use all efforts to make sure that all Users and Permitted Recipients comply with the limits on use.
- 5.5. Where the Customer publishes Data, as part of User Content, to the Customer Portal, it must include "terms of use" on such portals. These terms of use must include the following, with any necessary adjustments to comply with Applicable Law:
- 5.5.1. a clear notice that the Data is to be used for personal use only;

- 5.5.2. a prohibition on allowing anyone else to use the Data;
- 5.5.3. the limits on use set out in clause 4 and all other limits set out in the Commercial Terms; and
- 5.5.4. the following:
  - 5.5.4.1. “the information provided to you through this website is provided ‘as is’; and
  - 5.5.4.2. “reasonable endeavours have been made to provide accurate and complete information; however we cannot guarantee its accuracy, completeness, reliability, usefulness, fitness for purpose or timeliness of the information. Please be careful when using this information.”
- 5.6. The Customer must not:
  - 5.6.1. make any promises, representations, warranties or guarantees about the Data except as set out in the Contract; or
  - 5.6.2. represent itself as JATO’s agent.
- 5.7. The Customer will use its best efforts to monitor that Users and Permitted Recipients are acting in accordance with clause 3 and 4. If it finds any unauthorised use, it must immediately inform JATO and take all reasonable steps, including disciplinary action for Users, to stop and prevent further unauthorised use.
- 5.8. The Customer is responsible and liable for the acts and omissions of Users and the Permitted Recipients, unless the Permitted Recipients are consumers, provided the Customer complies with clauses 5.5, 5.6 and 6.5.
- 6. **Security and audit**
  - 6.1. The Customer accepts that the Data is sensitive and proprietary so it needs to be kept secure and confidential.
  - 6.2. Where any Security Features are provided to the Customer by JATO, the Customer must:
    - 6.2.1. only disclose them to the Users as strictly necessary in order to be able to use the Subscription Services as permitted under clause 3; and
    - 6.2.2. keep, and make sure that the Users keep, them confidential and must not lend, share, transfer or otherwise misuse them.
  - 6.3. The Customer accepts that JATO may change Security Features on notice to the Customer or the Users for security reasons. The Customer will not attempt to bypass or subvert JATO security controls that directly or indirectly protect access to the Subscription Services.
  - 6.4. The Customer must always use security systems and procedures that are at least as strict as the ones it uses to protect its own confidential or sensitive data and systems to prevent anyone from accessing the Subscription Services without permission and as a minimum security controls consistent with good industry practice.
  - 6.5. Without affecting clause 6.4, the Customer must:
    - 6.5.1. have the right technical measures to prevent Permitted Recipients from performing Prohibited Data Analysis on the Data and inform JATO about these measures within 30 days from the Initial Subscription Start Date. Examples of these measures include CAPTCHAs, User-Agent Verification, IP Blocking, Honeypots, Content Obfuscation, Behaviour Analysis, Device Fingerprinting. If the Customer does not have these measures or does not inform JATO of them, it is a material breach of the Contract under clause 12.2.2; and
    - 6.5.2. check at least once a month, the logs and traffic patterns of the Customer Portal via which it makes the Data available, for any Prohibited Data Analysis.

- 6.6. JATO may ask the Customer to add extra security features, in line with good industry practice, to the Customer's systems (including its servers) to protect the Subscription Services (including the Data). If the Customer refuses, JATO can immediately on notice to the Customer terminate the Contract. If this happens, JATO will refund to the Customer, that part of any advance payment made by the Customer that relates to the unexpired part of the Initial Subscription Term or Renewal Term (as relevant). JATO will have no other liability to the Customer.
- 6.7. If the Customer finds out about any misuse of the Subscription Services (including Prohibited Data Analysis) or if it suspects that any Security Feature has been disclosed to or obtained by any unauthorised person:
- 6.7.1. it must identify to JATO, if known, the persons that are misusing or making the disclosure;
  - 6.7.2. if there is any unusual activity suggesting Prohibited Data Analysis, the Customer must quickly use technical measures to block or limit the access from the relevant IP addresses. Then it must tell JATO in writing about the activity and give JATO the IP address information;
  - 6.7.3. it must, as soon as possible, co-operate (at its expense) with JATO to remedy the issue; and
  - 6.7.4. if necessary to protect its rights, JATO may suspend the Customer's rights under the Contract until the misuse, security breach or unauthorised disclosure of the Security Feature is solved.
- 6.8. The Customer agrees to co-operate with JATO's security investigations where such cooperation is reasonably required.
- 6.9. JATO may monitor use of the Subscription Services to ensure compliance with clauses 3, 4 and this clause 6.
- 6.10. During the Subscription Term and for 2 years after, the Customer will allow JATO's authorised representatives or agents to access the Customer's premises and systems to audit the Customer's records to check its compliance with clauses 3, 4 and 6. JATO will make sure that its authorised representatives or agents provide confidentiality undertakings for the benefit of the Customer (except that they will be able to disclose the outcome of the audit to JATO). JATO will use reasonable endeavours to ensure the audit does not unreasonably disrupt the Customer. This right will only be exercisable on 30 days' prior written notice once a year unless JATO has reasonable grounds for believing that the Customer is in breach of those clauses.

## **7. Intellectual Property**

### *JATO IPR*

- 7.1. The Customer agrees that JATO or its licensors own all Intellectual Property Rights in the Subscription Services (including the Databases) and that using the Subscription Services in line with the Contract does not transfer any rights of ownership to any element of them to the Customer.
- 7.2. The Customer agrees that JATO or its licensors have made and will continue to make substantial investment in collecting, verifying, selecting, coordinating, developing, presenting and supplying the Databases. The Customer will not dispute or challenge JATO's Intellectual Property Rights in the Subscription Services (including the Databases).
- 7.3. The Customer agrees that JATO can collect, save and use all information connected with use of the Subscription Services for any purpose related to JATO's business (including for product and service improvement) without paying any fee. JATO will anonymise any such usage data before disclosing it to third parties.

### *Customer Information*

- 7.4. The Customer agrees that where it ingests Customer Information into the Subscription Services, JATO may use the Customer Information to verify the standards JATO applies to the collection, aggregation and analysis of its Databases, including correcting errors and omissions in the Databases and enhancing them with additional information. JATO will maintain the confidentiality and security of the Customer Information and will not use the Customer Information for any purpose, other than as provided for in this sub-clause 7.4.

- 7.5. The Customer warrants that it has the right, authority and licence to ingest the Customer Information into the Subscription Services and to allow JATO to use the Customer Information as provided for in clause 7.4. JATO agrees that using the Customer Information in line with clause 7.4 does not transfer any rights of ownership in any element of the Customer Information to JATO.
8. ***Terms that apply only to VINView and VINView Pro***
- 8.1. JATO must impose the additional obligations on its customers of VINView and VINView Pro that are set out in this clause 8, as those Subscription Services include Third Party Data. If there is a difference between the terms in this clause 8 and any other terms in these terms and conditions, the terms in this clause 8 will apply to the extent of that difference only.
- 8.2. The Customer accepts that VINView and VINView Pro will include the vehicles in JATO's Specifications Database and Third Party Data.
- 8.3. JATO may make changes to these Subscription Services if a Third Party Provider changes the data or service it supplies to JATO. JATO will give the Customer as much written notice as possible in advance of those changes. If any change significantly reduces the quality of the affected Subscription Service, the Customer may end its subscription to the affected Subscription Service by giving JATO 30 days advance written notice.
- 8.4. The Customer will keep records of its use of the Data from VINView and VINView Pro in the form specified by JATO, including the identity of the Users and the Data accessed by each of them and will allow JATO (or its agent) to access those records and take copies of them for inspection and audit.
- 8.5. The Customer will be liable to JATO for any breach of the Contract by any User or Permitted Recipient, as if that breach were a breach by the Customer.
- 8.6. The Customer will not:
- 8.6.1. use the Data to provide credit-reference services or moveable asset enquiry services to any other person; or
  - 8.6.2. systematically download Data or store Data in a way that allows later offline retrieval without accessing VINView and VINView Pro, except that temporary storage of Data is permitted;
    - 8.6.2.1. for a limited period of 24 hours to allow multiple hits against a single record as part of a continuous enquiry; or
    - 8.6.2.2. for a limited period where it is necessary to retain Data for auditing or contractual purposes. This Data must be held in archive records and must only be retained as long as necessary for this purpose. This Data must not be used to fulfil further enquiries or transactions, nor to fulfil multiple enquiries after the 24 hour period permitted under clause 8.6.2.1 has ended.
- 8.7. JATO has no control over access to the Third Party Data nor its accuracy, therefore the Customer accepts that JATO will not:
- 8.7.1. be liable for any corruption to, loss of, or delay in delivering access to, the Third Party Data, except that JATO will be liable to the Customer for any corruption to, or loss of, Third Party Data caused by JATO's actions or omissions; nor
  - 8.7.2. guarantee that the Third Party Data does not infringe someone else's Intellectual Property Rights, nor cover any claims that the Third Party Data infringes those rights. As a result, clause 11.5 or 11.6 of these terms and conditions will not apply to Third Party Data.
- 8.8. JATO can stop providing VINView or VINView Pro if a Third Party Provider ends its agreement with JATO to supply the Third Party Data. If that happens, JATO will give the Customer as much notice as possible and consult with the Customer to minimise any disruption. Usually, JATO will be able to give the Customer 30 days' notice, but not always.

- 8.9. If either party ends the provision of VINView or VINView Pro under clause 8.3 or 8.8 both parties agree to sign all documents necessary to end that supply (including varying the Contract to remove references to the relevant Subscription Service) leaving the supply of the other Subscription Services unchanged.
- 8.10. JATO may suspend the provision of VINView or VINView Pro if a Third Party Provider suspends its service to JATO. If that happens, JATO will give the Customer as much advance notice as possible and will give regular updates on how long the suspension is expected to continue.
- 8.11. The Customer and JATO agree that where they are in the UK or EEA, they will comply with the remainder of this clause 8. Where JATO and the Customer are not in the UK or EEA, they will enter into a data processing agreement in compliance with Data Protection Law.
- 8.12. The Customer and JATO agree that:
- 8.12.1. the Customer is the controller and JATO is the processor of any VIN or licence plate data that is personal data, which JATO processes while providing VINView or VINView Pro;
  - 8.12.2. the Customer maintains control of that personal data and is responsible for meeting its obligations under Data Protection Law. This includes ensuring that the Customer has a lawful basis for sharing such data with JATO, giving any necessary notices, obtaining required consents and providing written instructions to JATO on how to process the personal data; and
  - 8.12.3. clause 8.15 below describes the subject matter, duration, nature and purpose of the processing as well as the types of Data Subject and the categories of personal data that JATO may process to provide VINView and VINView Pro and to meet its obligations under this clause 8.
- 8.13. When JATO processes any personal data on the Customer's behalf in connection with VINView and VINView Pro, it will:
- 8.13.1. only process the personal data as needed to provide those Subscription Services and fulfil its obligations under this clause 8 in line with the Customer's written instructions. JATO will promptly inform the Customer if it believes those instructions do not comply with Data Protection Law;
  - 8.13.2. keep the personal data confidential and will not share it with third parties unless the Customer or the Contract specifically allows it, or it is required by Data Protection Law. If Data Protection Law requires JATO to disclose the personal data, JATO will inform the Customer first and allow it to object or challenge, unless Applicable Law prohibits JATO giving prior notice;
  - 8.13.3. not transfer or allow the transfer of personal data outside the United Kingdom or European Economic Area unless permitted by Data Protection Law (including with adequate safeguards in place) or with the Customer's written consent;
  - 8.13.4. make sure that anyone authorised to process the personal data is required to keep it confidential;
  - 8.13.5. put in place appropriate technical and organisational measures to ensure a level of security that matches the risk, following the requirements of article 32 of the UK GDPR and EU GDPR (as applicable);
  - 8.13.6. inform the Customer without undue delay on becoming aware of a personal data breach and cooperate with the Customer to resolve it;
  - 8.13.7. inform the Customer in writing immediately if it receives any complaint, notice or communication related to the processing of the personal data or either party's compliance with Data Protection Law;
  - 8.13.8. not inform any third party of any accidental, unauthorised or unlawful processing of personal data or a personal data breach without first getting the Customer's written consent, unless required by Applicable Law;
  - 8.13.9. reasonably help the Customer to meet its obligations under Data Protection Law, taking account of the nature of JATO's processing and the information available to JATO. This includes assisting with data



subject rights, data protection impact assessments and reporting to and consulting with the Commissioner;

- 8.13.10. help the Customer to meet its obligations to keep personal data secure, inform a Commissioner or data subject about a personal data breach, conduct a data protection impact assessment and communicate with the Commissioner regarding the processing of personal data;
  - 8.13.11. be allowed to use sub-processors for its processing activities, as long as it informs the Customer about any new or replacement sub-processors and gives the Customer the opportunity to object to those changes;
  - 8.13.12. require each sub-processor to follow this clause 8.13 as if the processing being carried out by the sub-processor was being carried out by JATO. JATO will be responsible for the actions and omissions of its sub-processors as if they were its own;
  - 8.13.13. keep detailed, accurate and up-to-date written records of any processing of personal data, including details on access, control and security, processing purposes, categories of processing and a general description of the measures referred to in clause 8.13.5;
  - 8.13.14. make available to the Customer all information needed to show compliance with this clause 8.13 and allow for and contribute to audits, including inspections conducted by the Customer (or an auditor on its behalf);
  - 8.13.15. when the supply of the relevant Subscription Services or the Contract ends, either delete or return (as the Customer chooses) all personal data processed on the Customer's behalf in connection with the Subscription Services, and delete any copies, unless Applicable Law requires retention; and
  - 8.13.16. promptly inform the Customer of any changes to Data Protection Law that JATO reasonably believes will negatively affect JATO's ability to comply with this clause 8.
- 8.14. If a change to Data Protection Law stops either party from complying with this clause 8, the parties may agree to suspend the processing of the personal data until that processing complies with the new requirements. If the parties cannot resolve the issue within 60 days, either party can end the supply of the affected Subscription Service by giving the other party at least 14 days written notice.
- 8.15. The processing being carried out in connection with the supply of VINView or VINView Pro is as follows:

<b>TYPE OF DATA WHICH MAY BE PROCESSED</b>	VIN and/or license plate data
<b>CATEGORIES OF DATA SUBJECTS TO WHICH DATA RELATES</b>	Whoever the VIN and/or license plate data could identify (including, past owners and employees of manufacturer or dealers).
<b>NATURE AND PURPOSE OF DATA</b>	Customer acting as controller will share the VIN and/or license plate with JATO (acting as processor) to enable it and/or its sub-processors (including the Third

<b>PROCESSING ACTIVITIES</b>	Party Providers) to provide VIN and/or license plate decoding data back to the Customer.
<b>DURATION OF PROCESSING</b>	During supply of the Subscription Term and to comply with post termination obligations.

## 9. ***Fees and payment***

- 9.1. The Customer will pay the Subscription Price and any other fees due to JATO under the Contract in line with this clause 9.
- 9.2. Unless otherwise specified in the Sales Order Form, JATO will invoice the Customer quarterly in advance for the Subscription Price.
- 9.3. Besides the fees owed to JATO under the Contract, the Customer must pay any relevant sales, use, goods and services, value added, withholding or similar taxes that apply. These must be paid to JATO or the applicable taxing authority so that after paying them, JATO still receives the full amount owed to it.
- 9.4. The Customer must pay each invoice within 30 days of the date of the invoice. The Customer must pay by bank transfer and pay all related bank charges.
- 9.5. Subject to clause 9.8, the Subscription Price is calculated based on several factors such as the number and type of Subscription Services, Data Points, the duration of the Contract, the amount of Dealers, the type and number of Customer Portals and the website traffic in respect of the Customer Portal. These are the “**Elements.**” JATO may charge the Customer an additional fee for a change in, or addition to, any Element in line with clause 9.6.
- 9.6. If there is a change or addition to an Element, the party that becomes aware of it or wants to make that change must inform the other in writing. JATO will evaluate the proposed change and either approve or reject it. If JATO approves it:
  - 9.6.1. JATO will inform the Customer in writing about the proposed additional fee;
  - 9.6.2. if the Customer agrees the fee, the parties will sign an addendum to the Contract reflecting the change and the agreed fee, which will form part of the Contract; and
  - 9.6.3. the Customer will pay JATO the agreed fee and JATO will provide the Subscription Services, in line with the addendum.
- 9.7. If JATO rejects the Customer’s request or the parties cannot agree the fees for the change to an Element within 30 days of JATO’s notice under clause 9.6.1, the Contract will continue without change until the day before the next anniversary of the Initial Subscription Start Date, when it will automatically terminate.
- 9.8. The Customer acknowledges in respect of the Call Volume:
  - 9.8.1. each Call Volume relates to use of the relevant Subscription Service noted against it in the Sales Order Form, and cannot be used or transferred for use with another Subscription Service;
  - 9.8.2. the Call Volume will expire at the end of the period specified against it in the Sales Order Form and any unspent Call Volume in that period will be lost;
  - 9.8.3. unsuccessful matches are counted as legitimate calls to a Subscription Service and therefore are taken account of when calculating the relevant Call Volume; and
  - 9.8.4. if the Call Volume is exceeded in the relevant period, the Customer will be charged for any excess use, at the same rate as the Call Volume was calculated and will be billed at the end of the Initial Subscription Term or the Renewal Term as relevant.

- 9.9. Unless the Sales Order Form states otherwise, JATO may increase the Subscription Price once per year, for each Renewal Term by the following process:
- 9.9.1. JATO will inform the Customer in writing at least 65 days in advance of the end of the Initial Subscription Term or current Renewal Term (as relevant);
  - 9.9.2. if the Customer does not agree to the price increase, it will inform JATO in writing at least 45 days before the end of the Initial Subscription Term or current Renewal Term (as relevant) that it will terminate the Contract, subject to clause 9.9.3, at the end of the Initial Subscription Term or current Renewal Term (as relevant); and
  - 9.9.3. JATO may inform the Customer in writing at least 35 days before the end of the Initial Subscription Term or current Renewal Term that it withdraws the price increase notified to the Customer under clause 9.9.1. In that case, the Contract will continue despite the notice given under clause 9.9.2 and the Subscription Price for the next Renewal Term will increase by the higher of the percentage increase in the Consumer Price Index in the 12 months prior to the notice being served or a 3 per cent increase on the current year's Subscription Price.
- 9.10. JATO may charge interest on any unpaid and due payments. The rate will be the higher of 8 per cent per year above the Bank of England's base rate (but 4% per year if the base rate is 0% or below) or the highest interest rate allowed by law in the Customer's main business jurisdiction. This interest will be calculated on a daily basis and will be charged from the first date on which that payment was due until JATO receives the full amount, whether before or after judgment.
- 9.11. If the Customer does not pay in line with this clause 9, in addition to other legal solutions available to JATO, JATO can suspend access to the Subscription Services or require the Customer to cease using the Subscription Services (and Customer will comply). The Customer will nevertheless be liable to pay the amount of the Subscription Price due for the remaining part of the Subscription Term.
10. **Confidentiality**
- 10.1. The term Confidential Information excludes any information that:
- 10.1.1. is already known by or available to the public (other than because of its disclosure by the receiving party or its Representatives in breach of this clause 10);
  - 10.1.2. was known by the receiving party on a non-confidential basis before receiving it from the disclosing party; or
  - 10.1.3. is obtained by the receiving party from a person who, to the best of the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.
- 10.2. The parties must keep each other's Confidential Information confidential and must not use or disclose it to anyone else without the explicit written permission from the disclosing party or as allowed in the Contract.
- 10.3. The receiving party may disclose the other party's Confidential Information to those of its Representatives who need to know it to implement the Contract but they must first inform those Representatives that it is confidential. The receiving party is responsible for the Representatives' compliance with the confidentiality obligations set out in clause 10. This sub-clause 10.3 does not apply to Data, as access to and use of Data (as part of the Subscription Services) is governed by other terms of the Contract.
- 10.4. The Customer agrees that JATO's Confidential Information includes the Data even if Data is made available to the public via the Customer Portal.
- 10.5. The receiving party may disclose Confidential Information to the extent required by Applicable Law, any governmental or other regulatory authority, or court but must give the disclosing party as much advance notice as possible, if legally allowed to do so.

11. ***Warranties, indemnity and limitation of liability***

- 11.1. Each party warrants and undertakes to the other that it has the authority and all necessary approvals to enter into the Contract and the Order Form is signed by a duly authorised representative of that party.
- 11.2. JATO warrants that it will:
- 11.2.1. take reasonable steps to ensure that the Databases are substantially accurate; and
  - 11.2.2. provide the Subscription Services with reasonable care and skill; and
  - 11.2.3. where a Service Level Agreement is provided in respect of a Subscription Service, take reasonable steps to ensure that that Subscription Service meets the standards described in that Service Level Agreement.
- 11.3. The Customer accepts that JATO does not warrant complete accuracy or market coverage of the Databases nor any accuracy of the AI Generated Content. The Customer will not rely on any Data in circumstances where loss or damage might occur or where absolute accuracy is required. The Customer will immediately inform JATO of any error which it finds in the Data.
- 11.4. Except where it is explicitly stated in the Contract, JATO does not warrant that the Subscription Services will be timely, uninterrupted or error-free, nor does it make any warranty as to the results that may be obtained from use of the Subscription Services (including the Data) or that the Subscription Services will operate on or via the Customer Portal. The Subscription Services are provided 'as is'. JATO disclaims all other warranties, express or implied including implied warranties of merchantability, fitness for a particular purpose, non-infringement, timeliness, accuracy or completeness.
- 11.5. Subject to clause 11.6 and 11.7, JATO will defend the Customer, Users and Permitted Recipients from any third party claim against made them alleging that the use of the Subscription Services (or the part of it they are permitted to use), when used in line with the Contract, infringes: (i) that third party's Intellectual Property Rights (except for patents); or (ii) a UK patent existing at the Initial Subscription Start Date; (an "**IPR Claim**"). JATO will pay all costs and damages finally awarded against the Customer, Users or Permitted Recipients, by a court of competent jurisdiction as a result of the IPR Claim.
- 11.6. JATO may, at its option, settle the IPR Claim, and obtain permission for continued use of the affected Subscription Service or modify or replace it with an equivalent service that is non-infringing. If JATO determines the affected Subscription Service cannot be secured for such use or cannot be modified or replaced, JATO may terminate (at its option) the supply of that Subscription Service or the Contract by notice in writing to the Customer and will pay to the Customer within one month of the date of termination a pro-rata sum of any advance payment made by the Customer for the affected Subscription Service or the Contract (as relevant), to reflect the remaining part of the Initial Term or Renewal Term (as relevant). JATO will have no further liability from such termination.
- 11.7. If any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against the Customer, User or a Permitted Recipient, the Customer will:
- 11.7.1. promptly inform JATO in writing;
  - 11.7.2. not accept any liability for the IPR Claim without JATO's written approval;
  - 11.7.3. allow JATO, at its cost, to handle the defence of the IPR Claim, including settlement; and
  - 11.7.4. co-operate with and assist JATO in, defending the IPR Claim and in any settlement negotiations.
- 11.8. JATO is not responsible for any liability under clause 11.5 or 11.6 to the extent that IPR Claims relate to:
- 11.8.1. the Customer, Users or the Permitted Recipients using the Subscription Services in a way that is not explicitly permitted in the Contract;

- 11.8.2. use of the Subscription Services in combination with any system, hardware or software not supplied or specified by JATO where infringement would have been avoided by use not so combined;
  - 11.8.3. the AI Generated Content or its use, User Content (except for Data included in it) or Customer Information; or
  - 11.8.4. use of the Data in combination with any data not supplied by JATO where infringement would have been avoided by the use of the Data not so combined.
- 11.9. The Customer must ensure that no Users or Permitted Recipients bring a claim against JATO or a JATO Affiliate in connection with the Contract or the Subscription Services but instead refer any action or claim to the Customer. To that end, any loss or damage suffered by a User or Permitted Recipient will be considered to be loss or damage suffered by the Customer. The Customer will indemnify and hold harmless JATO and its Affiliates from any losses that they may suffer as a result of a breach by the Customer of this clause 11.9.
- 11.10. The Customer will indemnify and hold harmless JATO, its Affiliates and their respective licensors against all and any losses, costs, damages, liabilities, claims and expenses (including reasonable legal costs) suffered by JATO, its Affiliates and their licensors arising out of or connected with: (i) the Customer's, Users' and the Permitted Recipients' unauthorised use of the Subscription Services (or any part of it); or (ii) any third party claim made against any of them in relation to: (a) their use of the Customer Information provided such use is in line with clauses 7.4; or (b) the User Content (except for the Data included in it).
- 11.11. The Customer will have no liability under clause 11.10 to the extent that the unauthorised use is carried out by Permitted Recipients, where they are consumers accessing the Data (as part of User Content) through the Customer Portal and provided the Customer has complied with clauses 5.4.2, 5.5, 5.6, 5.7 and 11.13.2.
- 11.12. If JATO fails to meet the standards set out in the Service Level Agreement, the Customer will inform JATO in writing of the details of non-compliance. If, within 40 days of receipt of the notification, JATO has failed to refute any complaint or to meet the required standard, the Customer can cancel the affected Subscription Service. JATO will refund the Customer a proportional amount of the fees paid for the affected Subscription Service relevant to the remaining unused part of the Initial Subscription Term or Renewal Term (as relevant)]. This is the Customer's sole remedy for failure to meet the Service Level Agreement.
- 11.13. Subject to clause 11.15:
- 11.13.1. neither party will be liable in connection with the Contract for any (i) loss of business or contract; (ii) loss of reputation or goodwill; (iii) loss of anticipated savings; (iv) loss or corruption of data or information; or (vi) indirect or consequential loss or damage; in all cases whether arising from tort (including negligence), breach of contract, misrepresentation, restitution or otherwise;
  - 11.13.2. JATO will not be liable for any errors or omissions in the Data or delays in delivery of the Data, unless caused by its gross negligence or wilful misconduct and Customer agrees and will ensure that each User and Permitted Recipient agrees that JATO will not be liable for the results of their use of the Data or for the Users' inability to conduct their business; and
  - 11.13.3. JATO will not be liable for any losses arising in connection with inaccuracy of the AI Generated Content, the User Content (except for the Data included in it) or their respective use.
- 11.14. Subject to clause 11.12, 11.13 and 11.15, each party's total aggregate liability to the other in connection with a claim or a series of connected claims arising out of the performance or contemplated performance of the Contract, whether in contract, tort (including negligence) or otherwise, will be limited to an amount equal to the Subscription Price paid or payable in the Initial Subscription Term or the Renewal Term (as applicable) during which the cause of action first arose.
- 11.15. Neither party excludes or limits liability to the other party for:
- 11.15.1. death or personal injury caused by its negligence;
  - 11.15.2. fraud or fraudulent misrepresentation;

- 11.15.3. any liability that cannot be excluded at law;
- 11.15.4. either party's liability arising from its deliberate default or from breach of clause 10;
- 11.15.5. in the case of the Customer, its liability under clause 11.9 and 11.10 and for non-payment of fees due; and
- 11.15.6. in the case of JATO, its liability under clause 11.5 and 11.6.

## 12. **Term and Termination**

- 12.1. The Contract starts when the Customer signs the Sales Order Form or the Subscription Services start (whichever happens first (the **Start Date**). The Contract will then, unless ended earlier in line with its terms:

- 12.1.1. continue until the Initial Subscription End Date; and
- 12.1.2. then automatically renew for successive one year periods (each a **Renewal Term**) unless or until terminated by either party giving the other at least 25 days written notice to expire at the end of that Renewal Term;

and this total period is the **Subscription Term**.

- 12.2. The Contract may be terminated, by one party informing the other in writing:

- 12.2.1. immediately if: (i) the other party suspends or threatens to suspend payment of its debts; (ii) the other party suspends or ceases, or threatens to suspend or cease carrying on all or a substantial part of its business; (iii) the other party convenes a meeting of its creditors or makes a proposal for a voluntary arrangement or other scheme with its creditors or if a receiver or administrator or administrative receiver is appointed or if a petition for the winding up of the other party is presented or any similar analogous event or process occurs under the laws of the Customer's country of incorporation; or (iv) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract are at risk;
- 12.2.2. immediately if the other party materially breaches the Contract and either cannot rectify the breach or does not rectify the breach within 30 days of a written request specifying the breach and requiring it to be rectified;
- 12.2.3. immediately by JATO if the Customer fails to pay any amount due under the Contract which is not genuinely in dispute and provided JATO has informed the Customer at least 14 days' before, of its intention to terminate if payment is not made within that period;
- 12.2.4. immediately by JATO if the Customer starts or continues any business activity that JATO in its reasonable opinion considers to be directly or indirectly commercially competitive to JATO or any of its Affiliates or there is a change of Control of the Customer; or
- 12.2.5. as otherwise provided in the Contract.

- 12.3. If the Contract ends for any reason:

- 12.3.1. the Customer must immediately pay any outstanding sums owed to JATO;
- 12.3.2. JATO can immediately disable access to the Subscription Services and stop providing the Subscription Services;
- 12.3.3. the Customer must stop using the Subscription Services including making them available to Users;
- 12.3.4. within 14 days of the Contract ending, the Customer must delete the Data and all copies of it from its systems (including back-up copies) and ensure deletion from the respective information technology

systems of all Users. If JATO requests, the Customer must certify in writing to JATO, signed by an authorised signatory, that it has done so;

12.3.5. within 14 days of the Contract ending, JATO will delete the Customer Information and all copies of it from its systems. If the Customer requests, JATO must certify in writing to the Customer, signed by an authorised signatory, that it has done so. Nothing in this sub-clause will mean that JATO has to change or remove changes made to its standards or Databases as a result of use of the Customer Information prior to the date the Contract ends;

12.3.6. each party must as soon as possible return, delete or destroy (as required in writing by the other party) all data, information, software, and other materials provided to it by the other party in connection with the Contract including all materials containing or based on the other party's Confidential Information;

12.3.7. all rights and obligations of the parties will automatically end except for those rights of action that have arisen before the end of the Contract; and

12.3.8. clauses 6.10, 7.1, 7.3, 7.4, 7.5 10, 11, this clause 12.3 and clauses 13, 14 and 15 will remain in effect.

12.4. If the Customer ends the Contract under clause 12.2.2, or JATO ends it under clause 12.2.4, and the Customer has paid the Subscription Price in advance, JATO will return to the Customer a portion of that payment that relates to the unused period of the Subscription Term for which the Customer has paid.

12.5. Unless expressly stated in the Agreement, the Customer will not be entitled to reimbursement of any part of the Subscription Price.

### 13. **General**

13.1. The Contract is personal to the parties and may not be transferred to a third party. However, a party may assign the Contract to its Affiliate on informing the other party in writing.

13.2. In performing its obligations under the Contract, each party must comply with all Applicable Law, including those relating to anti-bribery, anti-slavery and human trafficking.

13.3. Neither party will be liable if they cannot fulfil their obligations because of events outside their reasonable control, such as acts of God, governmental act, war, fire, flood, explosion or civil commotion, failure of plant or utility service. If either party fails or delays in performing any of its obligations because of such a reason, it will inform the other as soon as practical and will resume its obligations when the event comes to an end. If non-performance continues for a continuous period of more than 5 weeks, the other party may terminate the Contract immediately by written notice to the party suffering from the event. This clause does not apply to the non-payment of money due.

13.4. If personal data is processed under the Contract, each party will process that data in line with Data Protection Law. If a party acts as a processor and another as controller in connection with personal data being processed under the Contract and clause 8 does not apply to that processing, or they are not in the UK or EEA, they will enter into a data processing agreement, to comply with Data Protection Law.

13.5. JATO will be entitled to publicly announce, including on JATO's website, that the Customer is a customer of JATO and use the Customer's logo (obtained from the Customer, including from its published press packs) in association with such an announcement only.

13.6. Any amendment to the Contract will not be effective unless it is in writing and signed by both parties.

13.7. No third party can enforce any terms of the Contract, unless they are a permitted assign or successor of a party.

13.8. The terms contained in the Contract replace all previous oral or written understandings between the parties about its subject matter and forms their entire agreement. Other terms, including the Customer's standard terms of purchase or any terms pre-printed on or referenced in any purchase order do not apply. Each party accepts that in entering into the Contract it does not rely on any statement, representation, assurance or warranty not set out in the Contract.

- 13.9. Each part of the Contract will be read separately. If any part is removed because it is not valid or enforceable, the rest of the Contract will continue in force.
- 13.10. If a party does not on any occasion insist on the performance of any term of the Contract, it does not operate as a waiver of that party's right to enforce it at any time after. A waiver must be in writing and signed by the party waiving its right, to be effective.
- 13.11. Written notices to be given under the Contract are valid if sent by courier to a party's address in the Sales Order Form or subsequently notified to the other party in writing, or by email to the notifying party's main contact at the other party. Notices are considered received on delivery, as recorded by the courier or, if sent by email, on sending, as long as no message of non-delivery is received by the sending party. If receipt occurs outside business hours in the place of receipt, it will be considered deferred until business hours resume. In this clause, business hours mean 9.00am to 5.00pm on a Business Day. This clause does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.
- 13.12. If there is a disagreement about the different language versions of the Contract, the English language version will override.
- 13.13. The Contract may be signed using an electronic signature, which will have the same legal effect as a physical copy signed by hand.

#### 14. ***Governing law and jurisdiction***

- 14.1. The Contract and any dispute or claim related to it will be interpreted according to the laws of England.
- 14.2. Each party agrees that any disputes will be dealt with exclusively by the courts of England, except JATO may start proceedings against the Customer for non-payment or unauthorised use of the Subscription Services in any other court in any country.

#### 15. ***Definitions and interpretation***

- 15.1. In the Contract, the following definitions have the following meanings:

Defined Term	Meaning
<b>Affiliate</b>	in respect of either party, any company Controlling, Controlled by or in common Control with the party.
<b>AI</b>	any system or technology, including ChatGPT, Google Bard, Grok, Deepseek or Microsoft Copilot, that can analyse large amounts of data and use analogical matching, machine, or reinforcement learning, and decision-making without human intervention.
<b>AI Generated Content</b>	content (including marketing content and vehicle descriptions) generated by Users using AI tools made available by JATO either as part of the Subscription Services or via a link from the Subscription Services.
<b>Applicable Law</b>	the laws and regulations that apply to each party, including those in the country where they operate or are incorporated, as well as any laws or regulations from third-party countries that are applicable to them. If a law or regulation from the Customer's jurisdiction applies to JATO, the Customer must inform JATO in writing of that law in advance so that JATO can comply with it.
<b>Business Day</b>	any day other than Saturday or Sunday or a public holiday in the country of the party receiving notice under the Contract.



<b>Call Volume</b>	the quota of calls to a Subscription Service permitted by Users, for the period indicated, as both are specified in the Sales Order Form.
<b>Commercial Terms</b>	the additional terms (including limits on the use of the Subscription Services if any) set out in the section headed “Commercial Terms” in the Sales Order Form.
<b>Commissioner</b>	the applicable regulator in the relevant country , which, for example in the UK, is the Information Commissioner (see Article 4(A3), UK GDPR and section 114, Data Protection Act 2018).
<b>Confidential Information</b>	all information disclosed by a party or its Representatives (disclosing party) to the other party and that party’s Representatives (receiving party), which is marked as confidential or should reasonably be considered as confidential because of its nature or manner of disclosure, including the terms of the Contract, all documentation provided by JATO, as well as specifications for the Subscription Services.
<b>Consumer Price Index</b>	the consumer price index calculated by the Office of National Statistics in the UK.
<b>Contract</b>	the agreement entered into by JATO and the Customer, made up of the Sales Order Form , the Service Level Agreement (if any) and these Terms and Conditions.
<b>Control</b>	the ability to direct the affairs of a party whether by ownership of shares, contract, management control or otherwise and the expression change of Control will be interpreted in the same way.
<b>Country</b>	the country in respect of which the Customer has bought rights to access Data, as specified in the Sales Order Form or as added under clause 9.6.
<b>Customer</b>	the entity identified as the ‘Customer’ in the Sales Order Form.
<b>Customer Information</b>	data which Users ingest into the Subscription Services in order to make use of features or functionality of those Subscription Services and the results produced from their use.
<b>Customer Portal</b>	the public facing websites hosted on a domain owned or operated by the Customer or its Dealers through which the Dealers promote and sell vehicles.
<b>Data</b>	individual extracts of data from a Database.
<b>Data Points</b>	the characteristics of a Database including Country.
<b>Database</b>	JATO and its licensors’ proprietary database of automotive data from which the Data is retrieved in response to calls made to the relevant Subscription Service, together with the Updates.
<b>Data Protection Law</b>	<p>(a) if the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;</p> <p>(b) if the EU GDPR applies, the law of the European Union or any member state of the European Union to which the JATO or the Customer is subject, which relates to the protection of personal data; or</p>

	(c) if another country's data protection laws apply because of the location of data subjects, then the law of that country, provided the Customer notifies JATO in writing of such laws and gives it sufficient time to comply with the same.
<b>Dealers</b>	the Customer's franchised dealers of automotive vehicles.
<b>Elements</b>	has the meaning given to it in clause 9.5.
<b>EU GDPR</b>	the General Data Protection Regulation ((EU) 2016/679).
<b>Initial Subscription End Date</b>	the end date of the Initial Subscription Term, as specified in the Sales Order Form.
<b>Initial Subscription Start Date</b>	the start date of the Initial Subscription Term, as specified in the Sales Order Form.
<b>Initial Subscription Term</b>	the period between the Initial Subscription Start Date and the Initial Subscription End Date.
<b>Intellectual Property Rights or IPR</b>	all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application for them), including copyright, know-how, confidential information, trade secrets, business names, domain names, trademarks, service marks, trade names, patents, design rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.
<b>IPR Claim</b>	has the meaning given to it in clause 11.5.
<b>JATO</b>	the JATO Dynamics entity identified in the Sales Order Form.
<b>Permitted Recipient</b>	consumer visitors to the Customer Portal that are permitted under clause 3.2 to access and view the Data as part of the User Content.
<b>Permitted Use</b>	the use JATO permits of the Subscription Services or Data (as relevant), as described in clause 3.2.
<b>Prohibited Data Analysis</b>	activities described in clause 4.1.12 and 4.1.13, including web scraping, data mining, training, or disclosure to AI systems or models.
<b>Renewal Term</b>	has the meaning given to it in clause 12.1.2.
<b>Representatives</b>	a party's employees, officers, advisors.
<b>Sales Order Form</b>	the Sales Order Form issued by JATO once signed on behalf of JATO and the Customer.
<b>Security Feature</b>	any key, PIN, password or token, which has to be used in order to gain access to the Subscription Services.
<b>Service Level Agreement (SLA)</b>	JATO's service level agreement for the Subscription Service as specified in the Commercial Terms (if any), as it may be amended by JATO from time to time.
<b>Start Date</b>	has the meaning given to it in clause 12.1.
<b>Subscription Price</b>	in respect of the Initial Subscription Term, the price for the Subscription Services as set out in the Sales Order Form and in respect of a Renewal Term, the price for the Subscription Services updated in accordance with

**Subscription Services**

clause 9.9, as each may be amended from time to time in line with clause 9.6.

**Subscription Term**

the online services specified in the Sales Order Form.

**Third Party Data**

has the meaning given to it in clause 12.1.

all data included in the Database underlying VINView or VINView Pro that is licensed to JATO by a Third Party Provider.

**Third Party Provider**

a third party that licenses data to JATO in connection with VINView or VINView Pro.

**UK GDPR**

has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**Update**

regular updates to the Databases containing updated or new material relating to the same subject matter.

**Users**

the Customer's employees and employees of the Dealers, that are authorised by the Customer to use the Subscription Services.

**User Content**

content produced by Users for publication on the Customer Portal, which includes Data.

**VinView or VlnView Pro**

the VIN matching and registration plate matching Subscription Services which identify a vehicle and retrieve Data in respect of the requested VIN or registration plate.

- 15.2. Clause and paragraph headings will not affect the interpretation of the Contract.
- 15.3. A **person** includes a natural person, as well as a corporate or unincorporated body, regardless of their legal status.
- 15.4. A reference to a **company** includes any company, corporation or other corporate body, wherever and however incorporated or established.
- 15.5. In the Contract personal data, process, processor, controller, data subject and personal data breach have the meanings given to them under Data Protection Law.
- 15.6. A reference to a law or regulation is a reference to it as amended, extended or re-enacted from time to time.
- 15.7. The singular includes the plural form and vice versa.
- 15.8. A reference to **writing** or **written** includes email.
- 15.9. When terms like "including," "include," "in particular," or "for example" are used to describe something, any words that follow these terms will not limit the broader meaning of the preceding general words