



Terms and Conditions

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THE GREEN SCHEME

Waste Management Platform

Terms and Conditions

THIS AGREEMENT is made on the date referred to in clause 15.1

BETWEEN:

(1) GO GREEN LIMITED incorporated and registered in England and Wales with company number 4073354 whose registered office is at River Torne House, 323 Bawtry Road, Bessacarr, Doncaster, South Yorkshire, DN4 7PB (“The Green Scheme”); and

(2) You, a company or trading business wishing to use the Platform (the “Customer”).

WHEREAS:

(A) The Green Scheme has developed certain software applications and platforms comprising the Platform which it makes available to its customers via the internet for the purpose of providing a facility by which they can store, access and process statistical, administrative, and analytical data in relation to their waste disposal business.

(B) The Customer wishes to use the Platform in support of its business operations.

(C) The Green Scheme has agreed to provide and the Customer has agreed to take the Platform service subject to the terms and conditions of this Agreement.

PLEASE READ THESE TERMS CAREFULLY. BY PROCEEDING TO USE THE PLATFORM THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS.

IT IS AGREED as follows:

1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Agreed Purposes

The purposes for which personal data is to be shared and processed under this Agreement, as set out in Schedule 1.

Agreement

this document, including all recitals, clauses, schedules, and all sub-clauses and paragraphs thereof.

Authorised Users

those employees, agents and independent contractors of the Customer, and/or of a Group Company of the Customer, who are authorised by the Customer to use the Platform and the Documentation, as further described in clause 2.2.4.

Business Day

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

Change of Control

shall be as defined in section 1124 of the Corporation Tax Act 2010, and controls, controlled and the expression change of control shall be construed accordingly.

Confidential Information

in relation to each party, means all information not publicly known and which is used in or otherwise relates to that party's business, customers or financial or other affairs, including without limitation information relating to: (a) the marketing of products or services including without limitation customer names and lists and other details of customers, financial information, sales targets, sales statistics, market share statistics, prices, market research reports and surveys, and advertising and other promotional materials; (b) trade secrets and know-how; (c) personnel, agents, third party intermediaries and suppliers; and (c) future projects, business development or planning, commercial relationships and negotiations, in each case existing in any form, whether or not marked “confidential information”, and all other information clearly designated by the disclosing party as “confidential”

controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures as defined in the Data Protection Legislation.

Customer Data

the data input by the Customer and/or Authorised Users on the Customer's behalf for the purpose of using the Platform.

Customer Personal Data

that personal data forming part of the Customer Data and not being Shared Personal Data to which the terms of clause 7.5 shall apply

Dashboard

has the meaning given to it at clause 5.2.

Data Discloser

a party that discloses Shared Personal Data to the other party.

Data Protection Legislation

all applicable data protection and privacy legislation in force from time to time in the UK including, without limitation, the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), each as amended from time to time.

Documentation

the documents made available to the Customer by The Green Scheme online via (i) the Platform or (ii) such other web address notified by The Green Scheme to the Customer from time to time, which sets out a description of the Platform and the user instructions for the Platform.

Effective Date

the date on which this Agreement commences in accordance with clause 15.1 or, if later, the date agreed in writing by the parties as the date from which The Green Scheme is to provide access to the Platform to the Customer.

Fees

the fees payable by the Customer and/or any of the Customer's Group Companies to The Green Scheme under this Agreement, as set out in clause 10.2.

GDPR

the General Data Protection Regulation ((EU) 2016/679)

Group Company

in respect of a party, any subsidiary or holding company of that party, and the words "subsidiary" and "holding company" shall have the meanings given to them in section 1159 of the Companies Act 2006. Group Companies shall be construed accordingly.

Intellectual Property Rights

all patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Movement

the recording of a movement of a waste container, including: (a) a new container being delivered to a location for the first time (referred to as a "delivery"); (b) the collection of a full waste container with the delivery of a new empty container at the same time (or a "tip and return" movement where a full container is emptied and the same container reused) (referred to as an "exchange"); (c) the collection of a full waste container with no replacement container delivered (referred to as a "removal"); (d) a waste container being collected at regular intervals on a set day of the week (wheelie bins & FELs are often set up on a schedule service just like a domestic bin) (referred to as a "schedule"); and (e) any waste collection where a container is not left on site (Tippers & Grab vehicles are prime examples of this service) (referred to as a "wait & load"), and for the avoidance of doubt where multiple movements are scheduled, arranged or recorded together, each individual movement being recorded constitutes a Movement.

Normal Business Hours

7:30 am to 5:00 pm local UK time, each Business Day.

Package

the level and amount of services and content to be provided via the Platform as determined by reference to the maximum amount of Movements and as set out in the Quotation.

Permitted Recipients

the parties to this Agreement, the employees of each party, any Authorised Users, Super Users, and any third parties engaged to perform obligations in connection with this Agreement.

Platform

the services and content provided by The Green Scheme to the Customer under this Agreement via <https://app.thegreenscheme.co.uk/login> or any other website notified to the Customer by The Green Scheme from time to time, as more particularly described in the Documentation.

Quotation

the quotation provided (or available from The Green Scheme upon request) setting out the Packages, prices, payment frequency and/or other details and/or options for services and content to be provided by The Green Scheme pursuant to this Agreement.

Representatives

in relation to a party, means (i) its, and its Group Companies', employees, officers, representatives and advisers, and (ii) solely to the extent Confidential Information is, without otherwise breaching clause 12, accessible via the Customer's Dashboard, any Authorised Users and Super Users not included within (i) above.

RPI Value

the value of the index published by the Office for National Statistics entitled RPI All Items: Percentage change over 12 months: Jan 1987=100.

Shared Personal Data

the personal data to be shared between the parties under clause 7.4 of this Agreement as defined at Schedule 1.

Software

the online software applications provided by The Green Scheme as part of the Platform.

Super User

has the meaning given to it at clause 5.4.

Support Services Policy

The Green Scheme's policy from time to time in force for providing support in relation to the Platform as made available within the Documentation or via such website address as may be notified to the Customer from time to time.

User Subscriptions

the user subscriptions allocated to the Customer from time to time which entitle Authorised Users to access and use the Platform and the Documentation in accordance with this Agreement.

Virus

any computer code that: (i) is intentionally designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Software, or any other associated hardware, software, firmware, computer system or network; or (ii) would disable the Platform and/or the Software, or impair in any way its operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral; or (iii) would permit the Customer or any third party to access the Software to cause such disablement or impairment, or which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms designed to compromise or circumvent the security of the Software or which would cause such programs to cease functioning; or (iv) would damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations.

Year

any year of this agreement being the period of twelve calendar months commencing on the Effective Date or any anniversary thereof and terminating twelve calendar months thereafter.

1.2

In this Agreement (except where the context otherwise requires):

1.2.1

use of the singular includes the plural (and vice versa) and use of any gender includes the other genders;

- 1.2.2
a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;
- 1.2.3
a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence); and
- 1.2.4
a reference to a recital, clause or schedule is to the relevant recital or clause of or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or schedule in which it appears.
- 1.3
The headings are included for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.4
A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.5
A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.6
A reference to writing or written includes e-mail.
- 1.7
In the case of conflict or ambiguity regarding the provision of the Platform, the order of precedence for this Agreement and the documents attached to or referred to in this Agreement will be as follows:
- 1.7.1.1
clauses 1 to 26 inclusive of this Agreement;
- 1.7.1.2
the schedules to this Agreement;
- 1.7.1.3
the documents attached to this Agreement;
- 1.7.1.4
the documents referred to in the body of this Agreement;
- 1.7.1.5
the documents referred to in the Schedules to this Agreement.

2 User subscriptions

- 2.1
In consideration of the Customer agreeing to abide by the terms of this Agreement, and subject to the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, and the payment by the Customer of all applicable Fees in relation to the same from time to time, The Green Scheme hereby grants to the Customer a non-exclusive, non-transferable right to access and use the Platform and the Documentation during the Term, and to permit its Authorised Users to do the same, solely for the Customer's internal business operations.
- 2.2
In relation to the Authorised Users, the Customer undertakes that: 2.2.1 subject to clause 2.3, the maximum number of Authorised Users that it authorises to access and use the Platform and the Documentation shall not exceed the number of User Subscriptions it has been allocated from time to time; 2.2.2 subject to clause 2.3, it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Platform and/or Documentation; 2.2.3 subject to clause 2.3, each Authorised User shall keep a secure password for his use of the Platform and Documentation, that such

password shall be changed no less frequently than quarterly and that each Authorised User shall keep his password confidential;

2.2.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to The Green Scheme within 10 Business Days of The Green Scheme's written request at any time or times;

2.2.5 it is the Customer's responsibility to monitor and moderate the use of the Platform by its Authorised Users, and it shall promptly notify The Green Scheme of any changes in its Authorised Users or of any breach of this Agreement by an Authorised User. The Green Scheme shall have no liability for any breach of this Agreement howsoever arising where such breach arises in connection with any change or breach not notified to The Green Scheme in accordance with this clause;

2.2.6 it shall permit The Green Scheme or The Green Scheme's designated auditor to audit the Platform in order to establish the name and password of each Authorised User and to make use of The Green Scheme's data processing facilities to audit compliance with this Agreement. Each such audit may be conducted no more than once per quarter, at The Green Scheme's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and 2.2.7 if any of the audits referred to in clause 2.2.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to The Green Scheme's other rights, The Green Scheme shall identify the same to the Customer, the Customer shall promptly disable such passwords and The Green Scheme shall not issue any new passwords to any such individual.

2.3 Where the Customer has selected, and The Green Scheme has agreed in writing, to operate a single group logon for the Customer's use of the Platform, the parties agree and acknowledge that the Customer shall only be provided with one User Subscription and one password. In such circumstances: 2.3.1 clauses 2.2.1, 2.2.2 and 2.2.3 shall not apply to the Customer; and

2.3.2 the Customer shall ensure that it keeps a secure password for the use by its Authorised Users of the Platform and Documentation, that such password shall be changed no less frequently than quarterly and that the Customer and each Authorised User shall keep the password confidential.

2.4 The Customer is permitted to use the Platform and the Documentation solely in connection with the recording of data and information in respect of its own business of waste management services for its own internal management and information purposes, and not for the provision of any service to any third party by way of the Platform, and the Customer shall ensure that only those persons requiring access in connection with the performance of applicable functions in connection with the same shall be appointed as Authorised Users.

2.5 During the course of its use of the Platform, the Customer shall not, and shall procure that Authorised Users shall not, access, store, distribute, upload, or transmit any Viruses, or any material that:

2.5.1 is unlawful, harmful, threatening, defamatory, obscene, inflammatory, infringing, harassing or racially or ethnically offensive;

2.5.2 facilitates, documents or records any illegal activity;

2.5.3 depicts sexually explicit images;

2.5.4 promotes unlawful violence;

2.5.5 is false, misleading, or inaccurate;

2.5.6 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

2.5.7 is otherwise illegal or causes damage or injury to any person or property; and in the event of a breach of this

clause by the Customer The Green Scheme reserves the right, without liability or prejudice to its other rights, to remove from the Platform any material that breaches the provisions of this clause, and/or to suspend the Customer's access to the Platform until such time as The Green Scheme is reasonably satisfied that the breach has been remedied and that appropriate action has been taken by the Customer to prevent further similar breaches. For the purposes of this clause, the Customer shall be liable for any breach by an Authorised User as if it were a breach by the Customer.

2.6

The Customer shall not, and shall procure that its Authorised Users shall not:

2.6.1

except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

2.6.1.1

attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

2.6.1.2

attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

2.6.2

access all or any part of the Platform and Documentation in order to build a product or service which competes with or offers the same or any similar functionality to the Platform and/or the Documentation; or 2.6.3 subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform and/or Documentation available to any third party except the Authorised Users, or

2.6.4

attempt to obtain, or assist third parties in obtaining, access to the Platform and/or Documentation, other than as provided under this clause 2; and

2.7

The Customer shall, and shall procure that its Authorised Users shall, use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify The Green Scheme. 2.8 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3 Additional User Subscriptions and/or Movements

3.1

Unless agreed otherwise by The Green Scheme, the Customer shall be permitted to allocate only one Authorised User per User Subscription. 3.2 Subject to clause 3.3, the Customer may, from time to time during the Term, request additional User Subscriptions and The Green Scheme shall grant access to the Platform and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement and subject to payment by the Customer of the additional Fees applicable to the same.

3.3

If the Customer wishes to activate additional User Subscriptions to those held by it at any time, the Customer shall notify The Green Scheme in writing of the numbers and where applicable the categories (as defined in the Documentation) of such User Subscriptions requested. The Green Scheme shall evaluate such request for additional User Subscriptions and respond to the Customer in writing with approval or rejection of the request together with a quotation of the additional Fees payable for such additional User Subscriptions for the remainder of the Year in which the same are to be activated (calculated pro rata to the cost for the entire Year) (the "New US Quotation"). Where The Green Scheme approves the request and provides the New US Quotation and the Customer confirms its agreement in writing to the same, The Green Scheme shall activate the additional User Subscriptions within 5 Business Days of the Customer's agreement of the New US Quotation.

3.4

The Customer acknowledges that the Fees are calculated by reference to the relevant Package. Subject to clause 3.5, the Customer may, from time to time during the Term, request use of the Platform in respect of additional Movements by requesting a higher tier of Package and The Green Scheme shall allow use of the Platform in accordance with such Package in accordance with the provisions of this Agreement and subject to payment by the Customer of the additional Fees applicable to the same.

3.5

If the Customer wishes to activate use of the Platform in respect of additional Movements at any time, the Customer shall notify The Green Scheme in writing of the higher tier of Package it wishes to apply to its use of the Platform. The Green Scheme shall evaluate such request and respond to the Customer in writing with approval or rejection of the request together with a quotation of the additional Fees payable for such requested Package for the remainder of the Year in which such change is to be activated (calculated pro rata to the cost for the entire Year) (the "New Package Quotation"). Where The Green Scheme approves the request and provides the New Package Quotation and the Customer confirms its agreement in writing to the same, The Green Scheme shall activate the tier of Package within 5 Business Days of the Customer's agreement of the New Package Quotation.

4 Services

4.1

The Green Scheme shall, during the Term, provide the Platform and make available the Documentation to the Customer on and subject to the terms of this Agreement. For the avoidance of doubt the Customer acknowledges that The Green Scheme is providing by way of the Platform a repository for the Customer's information and Customer Data (for which information and Customer Data the Customer alone is responsible) together with automated tools for its management only and provides no advisory, regulatory, compliance or information services of any nature.

4.2

The Green Scheme shall use commercially reasonable endeavours to make the Platform available 24 hours a day, seven days a week, except for:

4.2.1

planned maintenance carried out during the maintenance window of 10:00 pm to 2:00 am UK time; and

4.2.2

unscheduled maintenance performed outside Normal Business Hours, provided that The Green Scheme has used commercially reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

4.3

The Green Scheme will, as part of the Platform and at no additional cost to the Customer, provide the Customer with The Green Scheme's standard customer support services during Normal Business Hours in accordance with The Green Scheme's Support Services Policy in effect at the time that the services are to be provided. The Green Scheme may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at The Green Scheme's then current rates where and to the extent such enhanced support services are available.

5 Platform functionality

5.1

The Green Scheme shall operate the Platform in accordance with the Documentation, and the Platform functionality shall be available as set out in the Documentation from time to time. Authorised Users may be categorised and ascribed differing levels of access as set out in the Documentation from time to time.

5.2

Platform customisation. Subject to the payment of the relevant Fees, The Green Scheme may permit the Customer to request customisation of the user interface visible when accessing the Platform (the "Dashboard"). Where this clause applies:

5.2.1

the Customer may, from time to time during the Term, request in writing a specific customisation or modification of the Dashboard to better reflect or assist the Customer's usage of the Platform; 5.2.2 if the Customer makes a request under clause 5.2.1, The Green Scheme shall evaluate such request for Dashboard customisation and respond to the Customer in writing with approval or rejection of the request together with confirmation of the Fees payable in respect of the customisation requested and an estimated timeframe in which the customisation may be made available together with any applicable terms and conditions upon which the service of creating the requested customisation will be supplied by The Green Scheme (the "Customisation Quotation"). Where The Green Scheme approves the request and the Customer confirms in writing its agreement to the Customisation Quotation, The Green Scheme shall use its reasonable endeavours to perform the requested customisation in accordance with the Customisation Quotation and upon and subject to the terms notified to the Customer there;

5.2.3

the Customer acknowledges and agrees that any Dashboard customisation is offered at The Green Scheme's absolute discretion and The Green Scheme reserves the right, without liability to the Customer, to withdraw or amend any such customisation from time to time; and

5.2.4

all Intellectual Property Rights in any Dashboard customisation shall at all times be owned by The Green Scheme and/or its licensors, and the Customer shall take all steps necessary to procure the assignment of any rights required to give effect to this clause. The Customer acknowledges and agrees that The Green Scheme shall be entitled to offer such customisations to its other customers without limitation.

5.3

The Customer acknowledges and agrees that the visibility of elements of the Dashboard and any available customisation may depend upon the service package chosen by the Customer in connection with the Platform and where the Customer elects to lower the level of that package, it may lose access to some elements of the Dashboard and any related customisation previously provided as of the date that such lower level package comes into effect.

5.4

Super Users

Where the Customer operates as part of a corporate group, franchise, consortium, or otherwise under a collective commercial arrangement where a third party has supervisory rights over the waste disposal and recycling activities of the Customer (such third party being referred to in this clause as a "Super User"), the Customer acknowledges and agrees that, pursuant to a separate contract with that Super User, The Green Scheme may provide such Super User with independent access to the Customer's Dashboard via the Platform.

5.5

The Green Scheme shall notify the Customer in writing where any Super User has asserted, to The Green Scheme's reasonable satisfaction, a right to access the Customer's Dashboard, and the Customer shall promptly provide its consent to such access (such consent not to be unreasonably withheld or delayed).

5.6

The Customer shall defend, indemnify and hold harmless The Green Scheme against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's failure, delay or refusal to provide consent under clause 5.5.

5.7

Where a Super User is granted access to the Customer's Dashboard:

5.7.1

the Customer acknowledges that The Green Scheme may be requested to customise the Dashboard in accordance with the Super User's requirements and that any such requests from the Super User where accepted by The Green Scheme will take precedence over any requests made by the Customer under clause 5.2;

5.7.2

the Customer acknowledges that any content accessible via the Customer's Dashboard (whether uploaded by the Customer or otherwise and including without limitation Customer Data) may be visible to the Super User;

5.7.3

the Customer shall immediately notify The Green Scheme of any circumstances under which the third party ceases to be a Super User; and 5.7.4 subject to clause 14.1 and to its continued compliance with these clauses 5.4 to 5.7, The Green Scheme shall have no liability whatsoever to the Customer under this Agreement for the actions or omissions of the Super User as a result of the access granted to it.

6 Customer Data

6.1

The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

6.2

Subject to clause 7, The Green Scheme shall follow its archiving procedures for Customer Data as set out in its back-up policy available at such website address as may be notified to the Customer from time to time, as such document may be amended by The Green Scheme in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against The Green Scheme shall be for The Green Scheme to use commercially reasonable endeavours to restore the lost or damaged

Customer Data from the latest back-up of such Customer Data maintained by The Green Scheme in accordance with the archiving procedure described in its back-up policy. The Green Scheme shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by The Green Scheme to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable under clause 7).

6.3

Subject to clause 7, The Green Scheme shall, in providing the Platform, comply with its policy relating to the privacy and security of the Customer Data available as part of the Documentation or via such website address as may be notified to the Customer from time to time, as such document may be amended from time to time by The Green Scheme in its sole discretion.

7 Personal data

7.1

Both parties will comply with all applicable requirements of Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

7.2

The parties have determined that, for the purposes of the Data Protection Legislation:

7.2.1

the Supplier and Customer shall act as joint controllers in respect of the personal data and processing activities set out in clause 7.4; and

7.2.2

The Green Scheme shall process the Customer Personal Data as a processor on behalf of the Customer in respect of the processing activities set out in Schedule 2; and.

7.3

Should the determination in clause 7.2 change, then each party shall work together in good faith to make any changes which are necessary to this clause 7 or the related schedules.

7.4

The parties agree that in respect of the Shared Personal Data the following terms shall apply to set out the framework for the sharing of personal data between the parties as controllers:

7.4.1

Schedule 1 sets out the scope, nature and purpose of processing of the Shared Personal Data under this Agreement, the duration of the processing and the types of personal data and categories of data subject. Each party acknowledges that one party (referred to in this clause as the "Data Discloser") will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

7.4.2

Each party shall at all times comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

7.4.3

Effect of non-compliance with Data Protection Legislation. Any material breach of the Data Protection Legislation by one 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

7.4.4

The Customer warrants that its use of the Platform and any Customer Data uploaded shall not be in breach of, nor cause The Green Scheme to be in breach of, the Data Protection Legislation.

7.4.5

Particular obligations relating to data sharing. Each party shall:

7.4.5.1

ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

7.4.5.2

give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

7.4.5.3

process the Shared Personal Data only for the Agreed Purposes;

7.4.5.4

not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

7.4.5.5

ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

7.4.5.6

ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

7.4.5.7

not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:

7.4.5.7.1

complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller); and

7.4.5.7.2

ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

7.4.6 Mutual assistance

Each party shall reasonably assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

7.4.6.1

consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

7.4.6.2

promptly inform the other party about the receipt of any data subject access request;

7.4.6.3

provide the other party with reasonable assistance in complying with any data subject access request;

7.4.6.4

not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;

7.4.6.5

reasonably assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

7.4.6.6

notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

7.4.6.7

at the written direction of the Data Discloser, delete, return, or irretrievably anonymise Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless permitted or required by law to retain the personal data;

7.4.6.8

use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

7.4.6.9

maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and allow for audits by the other party or the other party's designated auditor; and

7.4.6.10

provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation.

7.4.7 Indemnity. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of this clause 7 and/or the Data Protection Legislation by the indemnifying party, its employees, Authorised Users, or agents, provided that the indemnified party gives to the indemnifier:

7.4.7.1 prompt notice of such claim and full information about the circumstances giving rise to it;

7.4.7.2 reasonable assistance in dealing with the claim, at the indemnifier's expense; and

7.4.7.3 sole authority to defend or settle the claim.

7.5 The parties agree that in respect of the Customer Personal Data the following terms shall apply:

7.5.1 Without prejudice to the generality of clause 7.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to The Green Scheme and/or lawful collection of the same by The Green Scheme for the duration and purposes of this Agreement.

7.5.2 In relation to the Customer Personal Data, Schedule 2 sets out the scope, nature and purpose of processing by The Green Scheme, the duration of the processing and the types of personal data and categories of data subject.

7.5.3 Without prejudice to the generality of clause 7.2 The Green Scheme shall, in relation to Customer Personal Data:

7.5.3.1 process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in this Agreement by way of operating the functionalities of the Platform in accordance with the inputted instructions of Authorised Users, unless The Green Scheme is required by the Data Protection Legislation to otherwise process that Customer Personal Data. Where The Green Scheme is relying on the Data Protection Legislation as the basis for processing Customer Processor Data, The Green Scheme shall notify the Customer of this before performing the processing required by the Data Protection Legislation unless the Data Protection Legislation prohibits The Green Scheme from so notifying the Customer on important grounds of public interest. The Green Scheme shall inform the Customer if, in the opinion of The Green Scheme, the instructions of the Customer infringe the Data Protection Legislation;

7.5.3.2 implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

7.5.3.3

ensure that any personnel engaged and authorised by The Green Scheme to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

7.5.3.4

assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to The Green Scheme), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

7.5.3.5

notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;

7.5.3.6

at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless The Green Scheme is required by law to continue to process that Customer Personal Data. For the purposes of this clause 7.5.3.6 Customer Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and

7.5.3.7

maintain records to demonstrate its compliance with this clause 7.5.

7.5.4

The Customer hereby provides its prior, general authorisation for the Supplier to:

7.5.4.1

appoint processors to process the Customer Personal Data, provided that the Supplier:

7.5.4.1.1

shall ensure that the terms on which it appoints such processors comply with the Data Protection Legislation, and are consistent with the obligations imposed on the Supplier in this clause 7.5;

7.5.4.1.2

shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and

7.5.4.1.3

shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to The Green Scheme's reasonable satisfaction, that the objection is due to an actual or likely breach of the Data Protection Legislation, the Customer shall indemnify The Green Scheme for any losses, damages, costs (including legal fees) and expenses suffered by The Green Scheme in accommodating the objection.

7.5.4.2

transfer Customer Personal Data outside of the UK as required for the Purpose, provided that The Green Scheme shall ensure that all such transfers are effected in accordance with the Data Protection Legislation. For these purposes, the Customer shall promptly comply with any reasonable request of The Green Scheme, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

7.6

Either party may, at any time on not less than 30 days' notice, revise this clause 7 by replacing it (in whole or part) with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (Amended Terms). Such Amended Terms shall apply when replaced by attachment to this Agreement, but only in respect of such matters which are within the scope of the Amended Terms.

8 Supplier's obligations

8.1

The Green Scheme undertakes that the Platform will be provided substantially in accordance with the Documentation and with reasonable skill and care. 8.2 The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Platform contrary to The Green Scheme's instructions, or modification or alteration of the Platform by any party other than The Green Scheme or The Green Scheme's duly authorised contractors or agents. If the Platform does not conform with the foregoing undertaking, The Green Scheme will, at its expense, use all commercially reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 8.1. Notwithstanding and without prejudice to the foregoing, The Green Scheme:

8.2.1

does not warrant that the Customer's use of the Platform will be uninterrupted or error-free; or that the Platform, Documentation and/or the information obtained by the Customer through the Platform will meet the Customer's requirements; and

8.2.2

is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the

Platform and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

8.2.3 is not responsible for any deficiencies of the Platform and/or any errors, deficiencies or faults in, or any corruption or loss of, Customer Data arising as a consequence of errors or incorrect use of the Platform by or on behalf of the Customer.

8.3 This Agreement shall not prevent The Green Scheme from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

8.4 The Green Scheme warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

9 Customer's obligations

9.1 The Customer shall:

9.1.1 provide The Green Scheme with:

9.1.1.1 all necessary co-operation in relation to this Agreement; and

9.1.1.2 all necessary access to such information as may be required by The Green Scheme;

in order to provide the Platform, including but not limited to Customer Data, security access information and configuration services;

9.1.2 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

9.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, The Green Scheme may adjust any agreed timetable or delivery schedule as reasonably necessary;

9.1.4 not, and shall procure that Authorised Users shall not, upload any data or content to the Platform which infringes the Intellectual Property Rights of a third party, or which is or may be obscene, offensive, hateful, inflammatory, defamatory, abusive, sexually explicit, discriminatory, or which is otherwise in breach of or relates to or records in any way and breach of any applicable laws;

9.1.5 ensure that it and the Authorised Users use the Platform and the Documentation at all times in accordance with the terms and conditions of this Agreement. The Customer shall be liable for any Authorised User's breach of this Agreement as if it were a breach by the Customer;

9.1.6 obtain and shall maintain all necessary licences, consents, and permissions necessary for The Green Scheme, its contractors and agents to perform their obligations under this Agreement, including without limitation the provision of the Platform;

9.1.7 ensure that its network and systems comply with the relevant specifications provided by The Green Scheme from time to time; and

9.1.8 be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to The Green Scheme's data centres, and for all problems, conditions, delays, delivery failures

and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

10 Charges and payment

10.1

The Customer shall pay any Fees to The Green Scheme in accordance with this clause 10.

10.2

The Fees shall be calculated as follows:

10.2.1

in respect of the Authorised Users, per User Subscription per Year in accordance with the rates applied by The Green Scheme in respect of each Year for the relevant Package as set out in the Quotation and as may be amended from time to time in accordance with this Agreement; and

10.2.2

in respect of any customisation of the Dashboard as agreed between the parties in accordance with the provisions of clause 5.2.

10.3

The Fees shall be payable in accordance with the following provisions: 10.3.1 where Fees payable pursuant to clause 10.2.1 are to be paid annually:

10.3.1.1

in respect of the first Year the Customer shall pay the Fees in respect of all its User Subscriptions calculated in accordance with clause 10.2.1 in advance for the first Year immediately upon the Effective Date;

10.3.1.2

in respect of each subsequent Year following the first Year the Customer shall pay the Fees in respect of all its User Subscriptions as at the commencement of the Year in question calculated in accordance with clause 10.2.1 (including without limitation pursuant to any New US Quotation and/or New Package Quotation) in advance for the forthcoming Year immediately upon the first day of the Year in question;

10.3.1.3

where any additional User Subscriptions are provided to the Customer in accordance with the terms of clause 3.3 the Customer shall pay in advance the Fees calculated in respect of the same in the New US Quotation provided by The Green Scheme in respect of the same for the remainder of the Year in question within 5 Business Days of the Customer's agreement of the New US Quotation; and

10.3.1.4

where any higher tier of Package is provided to the Customer in accordance with the terms of clause 3.5 the Customer shall pay in advance the Fees calculated in respect of the same in the New Package Quotation provided by The Green Scheme in respect of the same for the remainder of the Year in question within 5 Business Days of the Customer's agreement of the New Package Quotation; 10.3.2 where Fees payable pursuant to clause 10.2.1 are to be paid monthly:

10.3.2.1

in respect of each month of each Year the Customer shall pay the Fees in respect of all its User Subscriptions calculated in accordance with clause 10.2.1 in advance for such month, with the Fees for the first month being payable immediately upon the Effective Date and each subsequent instalment of Fees being payable on the first day of the month to which they relate;

10.3.2.2

where any additional User Subscriptions are provided to the Customer in accordance with the terms of clause 3.3 the Customer shall pay in advance the Fees calculated in respect of the same in the New US Quotation provided by The Green Scheme in respect of the same for the remainder of the month in question within 5 Business Days of the Customer's agreement of the New US Quotation, and for each subsequent month the Fees payable pursuant to clause 10.3.2.1 shall be adjusted to include the Fees set out in the New US Quotation; and

10.3.2.3

where any higher tier of Package is provided to the Customer in accordance with the terms of clause 3.5 the Customer shall pay in advance the Fees calculated in respect of the same in the New Package Quotation provided by The Green Scheme in respect of the same for the remainder of the month in ques of the Customer's agreement of the New Package Quotation, and for each subsequent month the Fees payable pursuant to clause 10.3.2.1 shall be adjusted to include the Fees set out in the New Package Quotation;

10.3.3

in respect of any customisation of the Dashboard undertaken by The Green Scheme in accordance with the terms of clause 5.2.2 the Customer shall pay the Fees in respect of the same set out in the Customisation Quotation in respect of the same within 5 Business Days of the Customer's agreement of the Customisation Quotation; and

10.3.4

in respect of any other Fees payable howsoever in connection with this Agreement, the Customer shall pay the same to The Green Scheme within 14 days of receipt of a valid invoice in respect of the same.

10.4

The Green Scheme may, by giving written notice to the Customer, increase the Fees (including without limitation Fees payable pursuant to a New US Quotation and New Package Quotation) by a percentage up to the average of the RPI Values relating to the most recent three months (as at the date of such notice) in respect of which an RPI Value has been published by the Office for National Statistics, provided that the Fees may only be so increased once in any calendar year. Such increase shall apply to all payments of Fees payable following the date 14 days after the date of such notice.

10.5

The Green Scheme shall supply to the Customer a valid VAT invoice for all Fees payable in accordance with the terms of this Agreement.

10.6

If The Green Scheme has not received payment of any Fees within 30 days after the due date for payment set out at clause 10.3, and without prejudice to any other rights and remedies of The Green Scheme, The Green Scheme may without liability to the Customer disable the Customer's password, account, and/or access to all or part of the Platform and The Green Scheme shall be under no obligation to provide any or all of the Platform while the invoice(s) concerned remain unpaid.

10.7

All amounts and fees payable under this Agreement:

10.7.1

shall be payable in pounds sterling;

10.7.2

are, subject to clause 14.4, non-cancellable and non-refundable (including without limitation and for the avoidance of doubt, but without prejudice to any claim for damages which a party may have in respect of a breach of this Agreement, in the event of this Agreement being terminated during a period in respect of which the Customer has paid the Fees in advance);

10.7.3

are exclusive of value added tax, which shall be added to The Green Scheme's invoice(s) at the appropriate rate.

11 Proprietary rights

11.1

The Customer acknowledges and agrees that The Green Scheme and/or its licensors own all Intellectual Property Rights in the Platform (excluding any Customer Data), the Software, and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights or any other rights or licences in respect of the Platform (excluding any Customer Data), the Software, or the Documentation.

11.2

The Customer hereby grants to The Green Scheme the right to access, process and use the Customer Data throughout the term of this Agreement:

11.2.1

for the purposes of providing the services to the Customer set out in this agreement; and

11.2.2

for the purposes of general market analysis and statistical measurement in respect of the waste management industry.

11.3

The Green Scheme confirms that it has all the rights in relation to the Platform and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

12 Confidentiality

12.1

Each party (being in this context the “Receiving Party”) may be given access to Confidential Information from the other party (the “Disclosing Party”) in order to perform its obligations under this Agreement.

12.2

The Receiving Party shall keep the Disclosing Party’s Confidential Information confidential and shall not:

12.2.1

use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement or as expressly authorised in this Agreement (“Permitted Purpose”); or

12.2.2

disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 12. 12.3 The provisions of this clause 12 shall not apply to any Confidential Information that:

12.3.1

is or becomes generally available to the public (other than as a result of its disclosure by the Receiving Party or its Representatives in breach of this clause);

12.3.2

was available to the Receiving Party on a non-confidential basis before disclosure by the Disclosing Party;

12.3.3

was, is or becomes available to the Receiving Party on a non-confidential basis from a person who, to 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; or

12.3.4

the parties agree in writing is not confidential or may be disclosed.

12.4

The Receiving Party may disclose the Disclosing Party’s Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

12.4.1

it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

12.4.2

it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement, and at all times, the Receiving Party is liable for the failure of any of its Representatives to comply with the obligations set out in this clause 12.

12.5

The parties intend that a primary purpose of the Platform is to assist with the dissemination of Customer Data to Authorised Users. The Customer acknowledges and agrees that any disclosure of the Customer’s Confidential Data to any person via the functionality of the Platform in accordance with this Agreement shall be a permitted disclosure and shall not constitute a breach by The Green Scheme or its Representatives of this clause 12.

12.6

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, the Receiving Party gives the Disclosing Party as much notice of such disclosure as possible.

12.7

The Receiving Party may, provided that it has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the Disclosing Party of such disclosure.

12.8

Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party, or to be implied from this Agreement.

12.9

On termination of this Agreement, each party shall:

12.9.1

destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

12.9.2

erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and

12.9.3

certify in writing to the other party that it has complied with the requirements of this clause, provided that a party may retain documents and materials containing, reflecting, incorporating or based on that other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a party.

12.10

Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

12.11

The Customer acknowledges that details of the Platform, and the results of any performance tests of the Platform, constitute The Green Scheme's Confidential Information.

12.12

The Green Scheme acknowledges that the Customer Data is the Confidential Information of the Customer.

12.13

The above provisions of this clause 12 shall survive termination of this Agreement, however arising.

14 Limitation of liability

14.1

Liabilities which cannot legally be limited. Nothing in this Agreement limits or excludes the liability of either party for any liability which cannot legally be limited, including (without limitation) liability for:

14.1.1

death or personal injury caused by negligence;

14.1.2

fraud or fraudulent misrepresentation; and

14.1.3

breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.2

Specific heads of excluded loss. Subject to clause 14.1, The Green Scheme shall not have any liability under or in connection with this Agreement in respect of any:

14.2.1

indirect or consequential losses, damages, costs or expenses;

14.2.2

loss of actual or anticipated profits;

14.2.3

loss of contracts;

14.2.4
loss of use of money;

14.2.5
loss of anticipated savings;

14.2.6
loss of revenue;

14.2.7
loss of goodwill;

14.2.8
loss of reputation;

14.2.9
ex gratia payments;

14.2.10
loss of business;

14.2.11
loss of operation time;

14.2.12
loss of opportunity; or

14.2.13
loss of, damage to or corruption of data (except to the extent that The Green Scheme specifically has a responsibility to prevent loss of, damage to, or corruption of, data under this Agreement); whether or not such losses were reasonably foreseeable or The Green Scheme or its agents had been advised of the possibility of the other incurring such losses. For the avoidance of doubt, clauses 14.2.2 to 14.2.13 apply whether such losses are direct, indirect, consequential or otherwise.

14.3
Subject to clause 14.1, except as expressly and specifically provided in this Agreement:

14.3.1
the Customer assumes sole responsibility for results obtained from the use of the Platform and the Documentation by the Customer, and for conclusions drawn from such use. The Green Scheme shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to The Green Scheme by the Customer in connection with the Platform, or any actions taken by The Green Scheme at the Customer's direction;

14.3.2
all warranties, representations, conditions and all other terms of any kind whatsoever, whether express or implied by statute, common law or otherwise are hereby excluded from this Agreement to the extent permitted by law; and

14.3.3
the Customer acknowledges that The Green Scheme does not warrant the accuracy of the content of the Platform including without limitation any content provided by or sourced from third parties, and that the Platform and the Documentation are provided to the Customer on an "as is" basis. The Platform is provided as a convenient tool for the presentation of analytical information, and is not intended to be relied upon to the exclusion of the Customer's own data and analysis. In particular, the Customer's attention is drawn to any disclaimers published on the Platform. 14.4 Cap on liability. Subject to clause 14.1, The Green Scheme's total liability whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with the performance or contemplated performance of this Agreement shall be limited in and in respect of any Year to an amount equal to the total Fees paid to it by the Customer in respect of that Year.

15 Term and termination

15.1
This Agreement shall commence on the earlier of:

- 15.1.1
the date that the Customer first clicks to confirm it accepts the terms of this Agreement; and
- 15.1.2
the date, following the provision of a Quotation by The Green Scheme and an order relating to such Quotation by the Customer, when The Green Scheme confirms such order in writing, and shall, unless otherwise terminated in accordance with the provisions of this Agreement, continue until either party gives to the other party not less than 3 months' written notice to terminate, such notice expiring on or after the first anniversary of the Effective Date (the "Term").
- 15.2
Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 15.2.1
the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 21 days after being notified in writing to make such payment;
- 15.2.2
the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified in writing to do so;
- 15.2.3
the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; 15.2.4 such termination right arises in accordance with clause 7.4.3;
- 15.2.5
the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- 15.2.6
the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 15.2.7
a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 15.2.8
an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- 15.2.9
the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 15.2.10
a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 15.2.11
a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 15.2.12
any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2.5 to clause 15.2.11 (inclusive); or

15.2.13

the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.3

Without affecting any other right or remedy available to it, The Green Scheme may terminate this Agreement with immediate effect by giving written notice to the Customer: 15.3.1 in the event of a breach of clause 2.5; and 15.3.2 in accordance with clause 13.3.

15.4

On termination of this Agreement for any reason:

15.4.1

all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Platform and/or the Documentation;

15.4.2

each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

15.4.3

The Green Scheme may destroy or otherwise dispose of any of the Customer Data in its possession in accordance with clause 7.4.6.7, unless The Green Scheme receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Green Scheme shall use commercially reasonable endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by The Green Scheme in returning or disposing of Customer Data; and

15.4.4

any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the obligation to pay Fees already payable and the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

16 Force majeure

16.1 The Green Scheme shall have no liability under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of The Green Scheme or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

17 Variation

17.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18 Waiver

18.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18.2

No single or partial exercise by a party of any right or remedy shall prevent or restrict the further exercise by that party of that or any other right or remedy.

19 Rights and remedies

19.1

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in

addition to, and not exclusive of, any rights or remedies provided by law.

20 Severance

20.1 If any provision or part-provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. 20.2 If any provision or part-provision of this Agreement is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21 Entire agreement

21.1 This Agreement constitutes the complete and exclusive agreement and understanding between the parties and supersedes and extinguishes all previous agreements, proposals, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 The Customer acknowledges and agrees that no representations were made prior to the entering into of this Agreement and that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out or referred to in this Agreement.

22 Assignment

22.1 The Customer shall not, without the prior written consent of The Green Scheme, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22.2 The Green Scheme may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23 No partnership or agency

23.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24 Third party rights

24.1 No person who is not a party to this Agreement shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to this Agreement its assent to any such term.

24.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

25 Notices

25.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, sent via dedicated functionality within the Platform, or sent by email to the other party's email address as set out in this Agreement or as notified in writing from time to time.

25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email or via the Platform shall be

deemed to have been received at the time of transmission.

26 Governing law, jurisdiction, and disputes

26.1
This Agreement (and all non-contractual obligations arising out of or connected to it) shall be governed by and construed in accordance with the law of England and Wales. **26.2** Subject to clauses 26.3 to 26.6, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

26.3
All disputes between the parties arising out of or in connection with this Agreement shall be referred to the operations and compliance director at The Green Scheme and the chief operating officer at the Customer for resolution. If, having been referred under this clause 26.3, the dispute is not resolved within 5 working days, clause 26.4 shall apply. **26.4** Subject to clause 26.3, such dispute shall be referred to the managing director at The Green Scheme and the managing director at the Customer for resolution. If, having been referred under this clause 26.4, the dispute is not resolved within 5 working days, clause 26.5 shall apply. **26.5** Subject to clauses 26.3 and 26.6, if the dispute is substantially of a technical nature or financial, such dispute may be referred (with the written agreement of the parties) to mediation or alternative dispute resolution to be resolved in good faith in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the referral under this clause, the mediator will be nominated by CEDR.

26.6
If The Green Scheme or the Customer does not agree with any dispute being referred for determination in accordance with clause 26.5 then the dispute shall be determined by the courts of England and Wales under clause 26.2. For the avoidance of doubt either party may apply to the courts or initiate proceedings without recourse to the process in clauses 26.3 to 26.5.

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

SHARED PERSONAL DATA: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1 Purpose of the processing:

1.1 The parties shall each process the Shared Personal Data for their own business purposes in connection with the provision, performance, receipt and benefit of the Platform and the services provided under this Agreement.

2 Scope of the processing:

2.1 The Shared Personal Data shall be processed to the extent required by the parties to facilitate the purposes set out above and, if broader, to the extent necessary to ensure compliance with all applicable laws.

3 Nature of the processing:

3.1 The Shared Personal Data will be collected via direct interactions (such as verbal communication, email, and writing, or direct uploads by individuals to the Platform), and may also be collected by automated technologies and third party sources in the course of services performed under this Agreement. The Shared Personal Data shall be stored and shared securely in compliance with this Agreement.

4 Duration of the processing:

4.1 The Shared Personal Data shall be processed only for as long as is reasonably necessary to fulfil the purposes of the parties' obligations under this Agreement, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements, having regard to the amount, nature and sensitivity of the Shared Personal Data, the potential risk of harm from unauthorised use or disclosure of the Shared Personal Data, the purposes for which the Shared Personal Data is processed, and whether those purposes can be achieved through other means.

4.2 By law The Green Scheme will keep basic personal data (including contact, identity, financial and transaction data) for up to six years after termination for tax purposes.

5 Types of personal data:

5.1 Identity Data includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.

5.2 Contact Data includes billing address, delivery address, email address and telephone numbers.

5.3 Financial Data includes bank account and payment card details.

5.4 Transaction Data includes details about payments and other details of products and services purchased.

5.5 Technical Data includes internet protocol (IP) address, login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices used to access the Platform.

5.6 Profile Data includes username and password, purchases or orders made, interests, preferences, feedback and survey responses.

5.7 Usage Data includes information about usage of the Platform, products and services.

5.8 Marketing and Communications Data includes preferences in receiving marketing and communication preferences.

6 Categories of data subject:

6.1 the Customer (if an individual);

6.2 Authorised Users; and

6.3 employees and individual agents of the parties.

SCHEDULE 2

CUSTOMER PERSONAL DATA: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1 Purpose of the processing:

1.1

The Green Scheme shall process the Customer Personal Data in connection with the provision, and performance of the Platform and the services provided under this Agreement.

2 Scope of the processing:

2.1

The Customer Personal Data shall be processed to the extent required to facilitate the purposes set out above and, if broader, to the extent necessary to ensure compliance with all applicable laws.

3 Nature of the processing:

3.1 The Customer Personal Data will be collected via direct interactions (such as verbal communication, email, and writing, or direct uploads by individuals to the Platform), and may also be collected by automated technologies and third party sources in the course of services performed under this Agreement. The Customer Personal Data shall be stored and shared securely in compliance with this Agreement.

4 Duration of the processing:

4.1 The Customer Personal Data shall be processed only for as long as is reasonably necessary to fulfil the purposes of the parties' obligations under this Agreement, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements, having regard to the amount, nature and sensitivity of the Customer Personal Data, the potential risk of harm from unauthorised use or disclosure of the Customer Personal Data, the purposes for which the Customer Personal Data is processed, and whether those purposes can be achieved through other means.

5 Types of personal data:

5.1

Identity Data includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.

5.2

Contact Data includes billing address, delivery address, email address and telephone numbers.

5.3

Financial Data includes bank account and payment card details

5.4

Transaction Data includes details about payments and other details of products and services purchased.

5.5

Technical Data includes internet protocol (IP) address, login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices used to access the Platform.

5.6 Profile Data includes username and password, purchases or orders made, interests, preferences, feedback and survey responses

5.7 Usage Data includes information about usage of the Platform, products and services.

5.8 Marketing and Communications Data includes preferences in receiving marketing and communication preferences.

6 Categories of data subject:

6.1

third-party officials and auditors providing authorisations;

6.2

third-party contractors of the Customer (if individuals) and/or their employees and agents; and

6.3

third party customers and suppliers of the Customer (if individuals) and/or their employees and agents.