1. PARTIES

The undersigned parties, hereinafter referred to as the 'Customer' and 'AUTO FINANCE TECHNOLOGY LTD' (registered number 15121835), incorporated and registered in England and Wales, with its registered office at 7 Bell Yard, London, England, WC2A 2JR, herein referred to as the 'Supplier', agree to the following terms and conditions.

2. INTERPRETATION

2.1   The definitions and rules of interpretation in this clause apply in this agreement.

"Additional User Fees"	the subscription fees payable by the Customer to the Supplier as set out in the Contract Details for additional Authorised Users requested by the Customer in accordance with clause 4.
"Authorised Users"	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 3.
"Back Up Policy"	the Supplier's Back-Up Policy, available upon request.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Communications Fees"	the fees payable by the Customer to the Supplier for any Communications Services.
"Communications Services"	SMS, e-mail, telephone or other electronic communications services supplied or made available to the Customer through the Services.
"Confidential Information"	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 12.6 or clause 12.7.
"Contract Details"	the contract details as outlined in Schedule 1 of this contract are the prices approved and accepted by the Customer in setting up its account with the Supplier.
"Customer Data"	the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.
"Data Protection Legislation"	means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any other directly applicable United Kingdom regulation relating to privacy or data protection, as amended, replaced or updated from time to time. Data Protection Legislation includes any subsequent legislation that replaces, updates, or amends the listed regulations, ensuring compliance with the latest data protection standards.
"Documentation"	the document made available to the Customer by the Supplier or such other web address notified by the Supplier to the Customer from time to time, which sets out a description of the Services and the user instructions for the Services.
"Effective Date"	the date of this agreement.
"Fees"	the fees payable by the Customer to the Supplier for the Services including, but not limited to, the Subscription Fees, Additional User Fees, Excess Storage Fees and Communication Fees.
"General Terms and Conditions"	these general terms and conditions as may be updated by the Supplier from time to time in accordance with clause 16.3.
"Normal Business Hours"	9.00 am to 5.00 pm local UK time, each Business Day.
"Services"	the subscription services provided by the Supplier to the Customer under this agreement or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation, and for the avoidance of doubt, including the Communications Services.
"Software"	the online software applications provided by the Supplier as part of the Services. Software includes both the software provided at the start of the service and any updates, upgrades, or new versions thereof made available during the term of the agreement.
"Subscription Fees"	the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in Schedule 1 (and including any Additional User Fees for additional Authorised Users requested by the Customer in accordance with clause 4.2).
"Subscription Term"	the duration of this agreement under clause 15.
"Supplier"	AUTO FINANCE TECHNOLOGY LTD, a company registered in England under company number 09633716 whose registered office address and main trading address is at The Granary, 50 Barton Road, Worsley, Greater Manchester M28 2EB.
"Support Services Policy"	the Supplier's policy for providing support for the Services
"User Subscriptions"	the user subscriptions purchased by the Customer pursuant to clause 10.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.
"Virus"	includes any program, software, or code that is designed or intended to disrupt, damage, limit, or interfere with the proper operation of information systems, software, hardware, or telecommunications services. This encompasses, but is not limited to, malware, ransomware, worms, trojan horses, spyware, adware, and any other malicious computer code or program that can be used to adversely affect the integrity, confidentiality, or availability of data, systems, or networks, regardless of how it is spread or the severity of its effect.

"Cybersecurity Incident"	any event that actually or potentially jeopardises the cybersecurity posture of the Services provided under this agreement, including but not limited to unauthorised access, data breaches, malware infections, and security vulnerabilities that could impact the Customer Data or the integrity of the services.
"Incident Response Plan"	a documented framework outlining the processes to be followed in the event of a cybersecurity incident, including detection, reporting, response, mitigation, and post-incident analysis activities.
"Designated Contact Person"	an individual appointed by either the Customer or the Supplier responsible for the initial reporting and ongoing communication of cybersecurity incidents as outlined in the Incident Response Plan.

2.2   Clause headings shall not affect the interpretation of this agreement.

2.3   A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

2.4   A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.5   Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.

2.6   A reference to a statute or statutory provision is a reference to it as it is in force as at the Effective Date, or the date of implementation of any variation to these General Terms and Conditions (as the case may be).

2.7   A reference to a statute or statutory provision shall include all subordinate legislation made as at the Effective Date (or the date of implementation of any variation to these General Terms and Conditions) under that statute or statutory provision.

2.8   A reference to writing or written includes faxes and email.

2.9   References to clauses are to the clauses of these General Terms and Conditions.

3.   USER SUBSCRIPTIONS

3.1   Subject to the Customer purchasing the User Subscriptions in accordance with clause 4.2 and clause 10.1, the restrictions set out in this clause 3 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

3.2   In relation to the Authorised Users, the Customer undertakes that:

(a)   the Authorised Users are authorised to request Communications Services from the Supplier, which will incur Communications Fees;

(b)   the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

(c)   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 us e the Services and/or Documentation;

(d)   each Authorised User shall keep a secure password for his use of the Services and Documentation, and that each Authorised User shall keep his password confidential;

(e)   each Authorised User shall be required to enter into an End User Licence Agreement with the Supplier confirming that he/she is an Authorised User of the Customer and agreeing to abide by the terms of this agreement;

(f)   it shall permit the Supplier or the Supplier's designated auditor to audit the Services to establish the name and password of each Authorised User and the Supplier's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at the Supplier'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;

(g)   if any of the audits referred to in clause 3.2(f) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and

(h)   if any of the audits referred to in clause 3.2(f) reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in the Contract Details within 14 Business Days of the date of the relevant audit.

3.3   The Customer shall use all reasonable endeavors to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

3.4   The rights provided under this clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4.   ADDITIONAL USER SUBSCRIPTIONS

4.1   Subject to clause 4.2, the Customer may from time to time purchase additional User Subscriptions in excess of the number set out in the Contract Details and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.

4.2   The Customer shall pay to the Supplier the relevant fees for such additional User Subscriptions as set out in Schedule 1.

5.   SERVICES

5.1   The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

5.2   The Supplier shall use commercially reasonable endeavours to make the services available 24 hours a day, seven days a week, except for:

(a)   planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and

(b)   unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 3 Normal Business Hours notice in advance.

5.3   The Supplier will, as part of the Services, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier 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 Supplier's then current rates.

6.   CUSTOMER DATA

6.1   The Customer shall own all right, title and interest in and to all 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   The Supplier shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy. The Supplier 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 Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable under clause 6.9).

6.3   The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available at www.autofintech.co.uk or such other 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 Supplier in its sole discretion.

6.4   Both parties will follow all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

6.5   The parties acknowledge that:

(a)   if the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the Customer is the data controller and the Supplier is the data processor for the purposes of the Data Protection Legislation (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).

(b)   the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located to carry out the Services and the Supplier's other obligations under this agreement. If personal data is transferred or stored outside the UK, appropriate safeguards in accordance with UK GDPR, such as Standard Contractual Clauses approved by the UK Information Commissioner's Office (ICO), will be implemented to ensure compliance with UK data protection laws.

6.6   Without prejudice to the generality of clause 6.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement so that the Supplier may lawfully use, process and transfer the Personal Data in accordance with this agreement on the Customer's behalf.

6.7   Without prejudice to the generality of clause 6.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

(a)   Process that Personal Data only on the written instructions of the Customer, unless the Supplier is required by the laws of the United Kingdom, the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, or any applicable international laws to process Personal Data (Applicable Laws). In instances where the Supplier's data processing activities are subject to the laws of a member of the European Union due to cross-border operations or data transfers, and where such laws necessitate processing actions divergent from the Customer's instructions, the Supplier shall promptly notify the Customer of this requirement before commencing the processing required by the Applicable Laws, unless prohibited by those laws from providing such notification;

(b)   Not transfer any Personal Data outside of the United Kingdom or to any country not deemed to have adequate data protection laws by the UK Information Commissioner's Office (ICO), unless the following conditions are fulfilled:

(i)   the Customer or the Supplier has provided appropriate safeguards in relation to the transfer such as Standard Contractual Clauses (SCCs) specifically adapted for the data transfer requirements under the UK GDPR, or any future UK adequacy decisions. When transferring personal data outside the UK, the Supplier will ensure the use of Standard Contractual Clauses approved by the UK Information Commissioner's Office (ICO), or ensure that the destination country has been deemed to provide an adequate level of protection for personal data by the UK government;

(ii)   the data subject has enforceable rights and effective legal remedies in accordance with the UK GDPR and the Data Protection Act 2018;

(iii)   the Supplier ensures compliance with the UK Data Protection Legislation by providing an adequate level of protection to any Personal Data transferred, including adhering to any additional requirements set forth by the UK Information Commissioner's Office (ICO); and

(iv)   the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(c)   assist the Customer, at the Customer's cost, 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, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(d)   notify the ICO within 72 hours of becoming aware of a data breach. Where the breach is likely to result in a high risk to the rights and freedoms of natural persons, notify the affected data subjects without undue delay.;

(e)   at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

(f)   maintain complete and accurate records and information to demonstrate its compliance with this clause 6.

6.8   Each party shall 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, 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 (those measures may include, where appropriate, pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

6.9   The Supplier will ensure that any sub-contractors appointed to process personal data on behalf of the Customer are subject to written agreements that require them to process such data only on documented instructions from the Customer and in full compliance with the requirements of the UK GDPR, particularly Article 28. The Supplier confirms that it has entered or (as the case may be) will enter with the third- party processor into a written agreement substantially on that third party's standard terms of business. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts

or omissions of any third-party processor appointed by it pursuant to this clause 6. Full details of all third parties providing such services to the Supplier and who are processing Personal data under this agreement are available upon request.

6.10   The Supplier will update its Privacy Policy to reflect any changes in sub-processors or the addition of new sub-processors. It is the responsibility of the Customer to regularly review the Privacy Policy to stay informed of such changes.

6.11   The Customer acknowledges and agrees that the Supplier relies on third-party services for the hosting and processing of Customer Data pursuant to this agreement. Specifically, Amazon Web Services (AWS) is utilised as the primary infrastructure provider due to its robust data security measures and adherence to data protection legislation relevant to our operations. For comprehensive details regarding the use of AWS, including the location of data centres and the specific security and compliance measures in place, refer to Schedule 2 of this agreement. This schedule outlines how data storage and processing activities through AWS are conducted in strict conformity with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, ensuring the highest standards of data protection and security are maintained.

6.12   The Supplier will ensure that any use of Customer Data in aggregated and anonymised form is done in a manner that fully ensures such data cannot be re-identified, adhering to the standards of anonymisation defined under the UK GDPR.

6.13   The supplier will assist the customer in ensuring compliance with the data subject rights under the Data Protection Legislation, including but not limited to rights of access, correction, deletion, and data portability.

6.14   The customer shall have the right to conduct an audit of the supplier's data processing activities related to this agreement once per year to ensure compliance with Data Protection Legislation and the terms of this agreement. Such audit shall be conducted at the customers expense, with reasonable prior notice, and shall not unreasonably interfere with the supplier's business operations

6.15   Any revisions to this clause related to data protection will be made in compliance with the latest data protection legislation and best practices, ensuring the protection of data subjects' rights. The Customer will be notified at least 30 days in advance of any such changes, which will only be implemented with the Customer's consent if they materially alter the data protection obligations of the parties.

7.   THIRD PARTY PROVIDERS

7.1   The Customer acknowledges that the Services enable or assist it to access the website content of, correspond with, and purchase or broker products and services from, third parties and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into, and any transaction completed via any third-party, is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's terms and conditions and privacy policy prior to corresponding with or transacting with any such third parties. The Supplier does not endorse or approve any third-party nor the content of any of the third-party website made available via the Services.

7.2   Where the Customer has provided log-in or account details for third party providers of Communications Services, the Customer acknowledges and agrees that such Communications Services shall be provided directly to the Customer by the relevant third party and that the Supplier has no responsibility in respect of any such Communications Services.

8.   SUPPLIER'S OBLIGATIONS

8.1   The Supplier undertakes that the Services will be performed in accordance with the Documentation provided to the Customer and with a high degree of skill, care, and professionalism.

8.2   The Supplier shall ensure that all processing of personal data, as defined under applicable data protection laws, is conducted in full compliance with such laws and any related regulations. This includes, but is not limited to, the implementation of appropriate technical and organisational measures to safeguard personal data against unauthorised or unlawful processing, accidental loss, destruction, or damage. The Supplier shall provide evidence of such compliance upon the Customer's request.

8.3   The Supplier shall implement a comprehensive third-party risk management program to assess and manage the risk associated with any subcontractors or third parties involved in delivering the services under this agreement. This includes ensuring that all third parties adhere to the same level of data protection and security standards as the Supplier. The Supplier shall be liable for any breaches of this agreement caused by its subcontractors or third parties.

8.4   The Supplier commits to a program of continuous improvement in its security and data protection practices. This includes regular training for all employees on the latest security threats, data protection laws, and best practices. The Supplier shall maintain records of all training provided and make these records available to the Customer upon request.

8.5   Beyond immediate incident response, the Supplier shall provide a detailed analysis of any security or data breach incidents, including root cause analysis and the steps taken to prevent future occurrences. This report shall be provided to the Customer within 30 days following the resolution of the incident.

8.6   In addition to maintaining ISO 27001 and Cyber Essentials certifications, the Supplier commits to adhering to any other relevant security standards and frameworks that are applicable to the services provided under this agreement.

8.7   The Supplier commits to periodic review and updates of its security practices and controls to ensure ongoing compliance with ISO 27001, Cyber Essentials, and any other relevant security standards or frameworks applicable to the services provided under this agreement.

8.8   The Supplier commits to conducting annual penetration testing and vulnerability assessments of the Services provided under this agreement, exclusively utilising CREST-approved independent, certified third parties specialising in cybersecurity. The objective of these assessments is to proactively identify and address potential vulnerabilities within the Services, ensuring adherence to the highest cybersecurity best practices and standards, including but not limited to ISO/IEC 27001, Cyber Essentials, and CREST requirements.
-   within thirty (30) days following the completion of each penetration test and vulnerability assessment, the Supplier shall furnish the Customer with an executive summary of the findings. This summary will detail the identified vulnerabilities, categorised by their severity levels, and include a comprehensive remediation plan. This plan will specify actionable steps for addressing each identified vulnerability, identify the responsible parties for executing these actions, and provide anticipated timelines for the completion of remediation efforts.
-   the Customer is entitled to review the executive summary and the accompanying remediation plan. Should the Customer raise any concerns regarding the proposed remediation steps or timelines, the Supplier commits to engaging in discussions in good faith to address and, where feasible, integrate the Customer's feedback into the remediation process.

8.9   The Supplier commits to maintaining a robust cybersecurity incident response plan, designed to promptly identify, report, manage, and mitigate any cybersecurity incidents that may affect the services provided under this agreement or the integrity of the Customer Data. This plan includes:
a.   Immediate identification and assessment of the incident's impact.
b.   Prompt notification to the Customer within 24 hours of incident detection.
c.   Cooperation between the Supplier and the Customer in investigating and mitigating the incident.

d.   Regular updates to the Customer until the incident is resolved.

e.   A post-incident review to prevent future occurrences and lessons learned report shared with the Customer.

f.   The Supplier will initiate remediation actions for critical vulnerabilities within 14 days of the assessment report.

g.   A post-incident review to prevent future occurrences and a lessons learned report shared with the Customer will include a detailed analysis of the incident, the effectiveness of the response, and recommendations for preventing similar incidents in the future.

Both parties agree to appoint designated contact persons for incident communication and to participate in annual incident response drills to ensure preparedness.

8.10   The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform to the foregoing undertaking, the Supplier will, at its expense, use all reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. This remedy will be provided without undue delay, reflecting the urgency of the service requirement. 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 the foregoing, the Supplier:

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

(b)   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. The Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.11   The Supplier shall conduct annual risk assessments of all third parties involved in delivering the services under this agreement, ensuring adherence to agreed data protection and security standards.

8.12   The Supplier warrants that the Services will be provided in compliance with all applicable laws, regulations, and industry standards relevant to the Supplier's operations and the Services provided.

9.   CUSTOMER'S OBLIGATIONS

9.1   The Customer shall:

(a)   provide the Supplier with:

(i)   all necessary cooperation in relation to this agreement; and

(ii)   all necessary access to such information as may be required by the Supplier;

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

(b)   comply with all applicable laws, regulations and regulatory codes with respect to its activities under this agreement and its use of the Services;

(c)   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 Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d)   ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

(e)   obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f)   ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

(g)   be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and 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.

(h)   agrees to provide full cooperation to the Supplier in the event of a Cybersecurity Incident, including timely communication with the Designated Contact Person and adherence to the recommended response actions as per the Incident Response

9.2   The Customer acknowledges that compliance with guidance issued by the Supplier is intended to support, but not replace, the Customer's obligation to ensure that its use of the Services complies with all applicable laws, regulations, and regulatory codes. The Customer agrees to independently verify that its use of the Services aligns with such legal and regulatory requirements.

9.3   The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

(a)   Constitute unauthorised mass communications or 'spam';

(b)   is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(c)   facilitates illegal activity;

(d)   depicts sexually explicit images;

(e)   promotes unlawful violence;

(f)   is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(g)   is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

9.4   The Customer shall not:

(a)   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:

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

(b)   access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c)   subject to clause (a), licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or

(d)   attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under these General

10. FEES AND PAYMENT

10.1 The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with this clause 10.

10.2 The Customer agrees that on the due date of any amount due under this Agreement, the Bank will debit the amount due via a Direct Debit. Should there be insufficient funds to pay all such sums when due, the full amount of such deficiency shall be immediately due and payable by The Customer.

10.3 In the event of late payment, the customer agrees to compensate the supplier for any reasonable costs incurred in recovering late payments above and beyond the interest on late payments, including but not limited to administrative costs and legal fees.

10.4 The Customer may terminate this direct debit arrangement at any time. If the Customer terminates the Direct Debit arrangement, the Customer must arrange for an alternative method of payment acceptable to the Supplier. The outstanding balance under this Agreement will become due immediately, and arrangements for its settlement must be communicated to the Supplier within 7 days of Direct Debit termination.

10.5 If the Supplier has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

(a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest on late payments shall accrue on a daily basis on the overdue amount at an annual rate of 4% above the Bank of England's base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, commencing on the due date and continuing until fully paid, whether before or after judgement.

10.6 All amounts and Fees stated or referred to in this agreement:

(a) all fees and additional charges detailed in Schedule 1

(b) shall be payable in pounds sterling;

(c) are, subject to clause 14.3(b), non-cancellable and non-refundable;

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

10.7 The Supplier may increase Fees upon providing at least 90 days' prior written notice to the Customer, specifying the effective date of the fee increase. The Customer shall have the right to terminate this agreement without penalty if the Customer does not agree to the fee increase, provided that notice of termination is given to the Supplier within 30 days after the notice of the fee increase.

11. PROPRIETARY RIGHTS

11.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyri ght, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

11.2 The Supplier confirms that it has all the rights in relation to the Services 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 may be granted access to Confidential Information from the other party to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d) is independently developed by the receiving party, which independent development can be shown by written evidence.

12.2 Subject to clause 12.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

12.3 Each party shall take all reasonable steps to ensure that its employees or agents do not disclose or distribute the other's Confidential Information to which it has access in violation of the terms of this agreement.

12.4 A party may disclose Confidential Information only to the extent required by law, a governmental or regulatory authority, or by a court or authority of competent jurisdiction. Such disclosure should be made after providing the other party with maximum possible notice and considering any reasonable measures to minimise the extent of disclosure. Provided that, where legally permissible, the disclosing party shall give the other party prompt notice of the requirement to disclose, allowing the other party to challenge the disclosure or to seek an appropriate protective order.

12.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

12.6 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

12.7 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer. Confidential Information includes all data related to the end-users or customers of the customer, irrespective of whether such data is marked as confidential.

12.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except:

(a) as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction; or

(b)   The Supplier may use the Customer's name and trademarks in its marketing or promotional materials to identify the Customer as a user of the Services, with the stipulation that such use shall not impair the Customer's goodwill or reputation. The Customer may request the removal or modification of its name or trademarks from such materials if it believes the Supplier's use adversely affects its goodwill or reputation.

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

13.   INDEMNITY

13.1   The Customer shall defend, indemnify and hold harmless the Supplier 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 use of the Services and/or Documentation, provided that:

(a)   the Customer is given notice of any such claim as soon as reasonably practicable, but no later than [specific number of days] days after the Supplier becomes aware of the claim;

(b)   the Supplier agrees to provide, at the Customer's expense, such assistance and information as the Customer reasonably requires to defend and settle the claim; and

(c)   the Customer retains the right to approve any settlement of the claim, such approval not to be unreasonably withheld, delayed, or conditioned;

13.2   The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgement or settlement of such claims, provided that:

(a)   the Supplier is given prompt notice of any such claim;

(b)   the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

(c)   the Supplier is given sole authority to defend or settle the claim.

13.3   In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

13.4   In no event shall the Supplier, its employees, agents and subcontractors be liable to the Customer to the extent that the alleged infringement is based on:

(a)   a modification of the Services or Documentation by anyone other than the Supplier; or

(b)   the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

(c)   the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

13.5   The foregoing and clause 14.3(b) states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

14.   LIMITATION OF LIABILITY

14.1   Except as expressly and specifically provided in this agreement:

(a)   the Customer acknowledges that the Services have not been developed to meet their individual requirements, and it is the Customer's responsibility to ensure that the facilities and functions of the Services as described in the Documentation meets its requirements;

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

(c)   all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

(d)   the Services and the Documentation are provided to the Customer on an "as is" basis.

14.2   Nothing in this agreement excludes the liability of the Supplier:

(a)   for death or personal injury caused by the Supplier's negligence; or

(b)   for fraud or fraudulent misrepresentation.

14.3   Subject to clause 14.1 and clause 14.2:

(a)   the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, business interruption, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

(b)   the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 13.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

15.   TERM AND TERMINATION

15.1   Either party may terminate this agreement with immediate effect by providing written notice to the other party if the other party commits a material breach of any term of this agreement, which breach is irremediable or if such breach is not remedied within 30 days after receiving written notice of such breach.

15.2   This agreement shall, unless, commence on the Effective Date and shall continue unless:

(a)   either party gives the other not less than 30 day's prior written notice terminating this agreement; or

(b)   otherwise terminated under the terms of this agreement.

15.3   Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if:

(a)   the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;

(b)   the Customer 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 14 days after being notified in writing to do so;

(c)   the Customer 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 ;

(d)   the Customer 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 the Customer with one or more other companies or the solvent reconstruction of the Customer;

(e)   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 the Customer other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(f)   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 Customer;

(g)   the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;

(h)   a person becomes entitled to appoint a receiver over the assets of t the Customer or a receiver is appointed over the assets of the Customer;

(i)   a creditor or encumbrancer of the Customer 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 Customer's assets and such attachment or process is not discharged within 14 days;

(j)   any event occurs, or proceeding is taken, with respect to the Customer 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(c) to clause 15.2(i) (inclusive); or

(k)   the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.4   On termination of this agreement for any reason:

(a)   all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

(b)   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;

(c)   the Supplier may destroy or otherwise dispose of the Customer Data in its possession unless the Supplier 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 Supplier shall use reasonable commercial 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 Supplier in returning or disposing of Customer Data; and

(d)   any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including 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.   GENERAL

16.1 Force Majeure

The Supplier shall have no liability to the Customer 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 Supplier 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 subcontractors, provided that the Customer is notified of such an event and its expected duration.

16.2   Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

16.3   Variation

The Supplier may vary these General Terms and Conditions or any of the Contract Details at any time upon not less than 90 days' prior written notice to the Customer. Should the Customer not agree to any such changes the Customer may give notice to terminate this Agreement in accordance with clause 15.1. No other variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.4   Waiver

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

16.5   Rights and Remedies

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.

16.6   Severance

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

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

16.7 Entire Agreement

(a) This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

(c) Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

(d) Nothing in this clause shall limit or exclude any liability for fraud.

16.8 Assignment

(a) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

(b) The Supplier 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.

16.9 No Partnership or Agency

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).

16.10 Third Party Rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

16.11 Notices

(a) 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 the Contract Details, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.

(b) 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 fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

16.12 Governing Law and Jurisdiction

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

(b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction 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).

(c) Notwithstanding the jurisdiction for legal disputes, both parties agree to attempt to resolve any dispute arising out of or related to this agreement through negotiation or mediation before resorting to litigation.

17. Payment Terms

The Supplier from the Customer monthly in advance shall collect subscription fees. Usage fees will be collected monthly in arrears. All payments shall be effected via Direct Debit on the 1st of each month. The name "Auto Finance Technology Ltd" will be reflected on the Customer's bank statement for these transactions. Concurrently with the Direct Debit collection, Auto Finance Technology Ltd shall provide the Customer with an itemised statement or invoice detailing the charges for that billing period. It is noted that all prices specified herein are exclusive of Value Added Tax (VAT) if applicable.

The Supplier's credit control department reserves the right to review and, if necessary, adjust the Customer's payment terms periodically. This may include the imposition of a requirement for the Customer to make prepayments against future usage charges. Such a requirement will generally be implemented in instances where there is an anticipation that the Customer's usage charges will exceed a certain threshold. The aim of this clause is to ensure financial stability and manage risk effectively. Specific terms and conditions related to any required prepayments will be communicated to the Customer in a timely manner.

SCHEDULE 1 – CONTRACT DETAILS

Subscription Costs

Independent Dealer - motorsales.ai System Packages	
FREE Plan	**Pro Plan - Full System - Every Feature**
Enquiry Hub	WhatsApp & SMS Module
3 Team Members	Finance Accelerator CRM, Finance Widget
1,000 Emails Included	PCP & HP Calculator
Dealer Website	Auto Responder & Automations
	Custom Pages / Blogs - Dealer Website
FREE	**£299 per month, + £299 Setup Fee**

Independent Dealer - Usage Charges		
Service	**Unlimited Plan - £99 per month**	**Pay As You Go**
Seats - Team Logins	UNLIMITED	5 Included, £25 per additional user, per month
Telecoms - WhatsApp Messages	UNLIMITED	£0.05 per message
Telecoms - SMS Messages	UNLIMITED	£0.05 per message
Telecoms - Mobile/Landline Calls	UNLIMITED	£15 per user, min 3 users, Unlimited Calls
Automations - Per Automation	UNLIMITED	20 Included, Additional £5 per month
Lookup/Validation - Postcode	UNLIMITED	£0.02 per lookup
Lookup/Validation - Mobile No	UNLIMITED	£0.02 per lookup
Lookup/Validation - Vehicle Data	UNLIMITED	£0.10 per lookup
Lookup/Validation - Bank Account	UNLIMITED	£0.05 per lookup
Email - Transactional Sending	UNLIMITED	1,000 Included, £0.01 per email
Finance Applications	UNLIMITED	25 Included, £0.99 per application

Independent Dealer - Website Forms	
Widgets - Finance Calculator	1 Included, Additional £25 per month
Widgets - HP/PCP Calculator	1 Included, Additional £25 per month

Independent Third Party Integrations	
Lender/Broker - Integrations	3 Included, Additional £25 per month

Automated Automotive Inventory Advertising	
Platform Fee - per month	£249 per month + Ad Spend, One Off Feed & Creative Setup £249

SCHEDULE 2 – AWS INFRASTRUCTURE AND DATA PROCESSING DETAILS

Amazon Web Services - Services Utilised

1. AWS Services Utilised

The Supplier utilises various Amazon Web Services (AWS) for hosting and processing Customer Data to ensure high availability, security, and performance. These services include:

Elastic Beanstalk: For application deployment and management.

Amazon S3 (Simple Storage Service): For scalable storage.

Amazon RDS (Relational Database Service): For managed relational database services.

CloudFront: For content delivery network services.

Lambda@Edge: For running code closer to users' locations.

2. Data Location and Transfer

Geographical Location: All Customer Data is hosted in AWS data centres located within the United Kingdom. This ensures that data storage and processing are subject to UK data protection laws and regulations.

Data Transfers: The Supplier does not transfer Customer Data between jurisdictions or regions. All data remains within the United Kingdom to maintain compliance with local data protection standards.

3. Compliance and Certifications

AWS maintains rigorous compliance with industry standards and data protection certifications, including ISO/IEC 27001:2022, 27017:2015, 27018:2019, 27701:2019, 22301:2019, 20000-1:2018, 9001:2015, and CSA STAR CCM v4.0. These certifications demonstrate AWS's commitment to maintaining the highest standards of data security and privacy. A full list of AWS services covered under these certifications can be found at the provided AWS compliance link https://aws.amazon.com/compliance/iso-certified/

4. Security Measures

The Supplier has implemented robust security measures on AWS to protect Customer Data, including:

Encryption: Data in transit and at rest are encrypted using industry-standard encryption protocols.

Access Controls: Strict access controls are enforced, ensuring only authorised personnel have access to Customer Data.

Monitoring: Continuous monitoring of the AWS environment to detect and respond to security incidents promptly.

5. Sub-processor Agreements and UK GDPR Compliance

The Supplier's data processing agreement with AWS includes a UK GDPR-compliant addendum, ensuring AWS's commitments as a data processor align with UK GDPR requirements. This addendum is part of the AWS Service Terms and applies automatically to all customers needing compliance with the UK GDPR. More details can be found at https://aws.amazon.com/compliance/gdpr-center/

6. Incident Response and Data Breach Notifications

The Supplier has established procedures for incident response and data breach notifications in alignment with legal requirements and AWS's capabilities. These procedures include:

Immediate Assessment: Quickly assessing the scope and impact of a suspected data breach.

Notification: Notifying the Information Commissioner's Office (ICO) within 72 hours of becoming aware of a data breach, as required by the UK GDPR, and communicating with affected customers without undue delay.

Mitigation and Review: Implementing measures to mitigate the breach's effects and conducting a post-incident review to prevent future breaches.

7. Change Management

Any future changes in AWS infrastructure or data processing practices will be communicated to customers in advance. The Supplier commits to maintaining transparency and ensuring that any changes continue to follow the Data Protection Legislation and uphold the security and integrity of Customer Data.

Security Policies and Procedures

In the fast-evolving digital landscape, the protection of data and the secure operation of services are paramount. Auto Finance Technology Ltd recognises the critical importance of implementing comprehensive security measures to safeguard customer data against unauthorised access, data breaches, and other cyber threats. This commitment is reflected in our robust security policies and procedures designed to uphold the integrity, availability, and confidentiality of all data managed by our systems.

Auto Finance Technology is committed to maintaining the highest standards of information security, data protection, and privacy. We adhere to internationally recognised standards, including ISO 27001 and Cyber Essentials certification, to safeguard sensitive information against unauthorised access and cyber threats. This document outlines the comprehensive security policies and procedures we have implemented across various domains of our operations.

Area	Policy/Procedure	Description/Implementation
HR Practices	Onboarding, Training, RBAC	Rigorous onboarding/offboarding, regular security and data protection law training, background checks, and Role-Based Access Control to align access rights.
Networked Services Usage	Usage Policies, Technical Controls	Policies mandating responsible usage, confidentiality of credentials, and prohibitions against unauthorised actions. Implement firewalls, antivirus, and regular monitoring.
Corporate Email, Intranet, and Internet	Secure Communication Guidelines	Encryption for sensitive information, non-work-related communications prohibition, use of firewalls, and secure web gateways.
Password Management	MFA and 2FA	Requirement for strong, complex passwords, enforced alongside Multi-Factor Authentication and Two-Factor Authentication across all platforms.
Software/Hardware Acquisition	Compliance and Testing	Vendor vetting for security compliance, detailed documentation, and extensive security/compatibility testing before deployment.
Change Management	Structured Process	Documentation, approval processes, impact assessments, and risk analyses to manage changes without compromising security.
Encryption Policy and Standards	Data Encryption	Mandate for encryption of all sensitive and personal data, supported by strong key management policies and authentication mechanisms.
Incident Response and Data Breach Handling	Comprehensive Framework	Framework covering incident identification, reporting, containment, recovery, and post-incident analysis.
Data Handling	Classification and Protection	Stringent protocols for the secure use, storage, and destruction of sensitive data, including encryption and controlled access.

Third Party and Remote Access	Access Controls	Strict controls and secure solutions like VPNs for third-party and remote access, with regular audits to ensure compliance.
Compliance with Privacy Laws	UK GDPR, Cyber Essentials, ISO 27001	Adherence to privacy laws and regulations, supported by regular compliance audits and strong security measures.
Information Security Administration	Certifications	ISO 27001 and Cyber Essentials certifications, demonstrating a commitment to security excellence and comprehensive information security management.
Patch Management	Automated Patch Applications	Regular application of security patches as part of service maintenance to maintain software security and integrity.
Remote Access and VPN	Secure Access Protocols	Strict verification processes and Multi-Factor Authentication to ensure secure and controlled access.
Firewall and Intrusion Detection/Prevention	Penetration Testing	Regular verification of firewall services through rigorous penetration testing to maintain a secure defence against cyber threats.
Malware Controls	Antivirus Policies	Policies for comprehensive scanning of emails for viruses and mandatory antivirus software on networked computers.
Continuous Improvement	Audits and Updates	Regular audits and updates of security practices to ensure resilience against evolving threats and regulatory compliance.

SCHEDULE 4 – FAIR USAGE POLICY

Auto Finance Technology Ltd. (AFT) offers a range of subscription plans, including the Unlimited Plan, designed specifically to cater to the needs of independent dealerships. This Fair Usage Policy (FUP) is intended to ensure that all AFT clients can enjoy a sustainable, optimal, and consistent service experience. The policy applies to all services included in the Unlimited Plan, such as voice calls, SMS, WhatsApp messaging, email services, and data lookups.

1. Usage Definitions and Allowances

The following usage allowances per month, per dealership, are deemed to represent beyond normal usage for an average independent dealership under the Unlimited Plan:

- **Voice Calling Minutes:** 2,000
- **SMS Messages:** 1,000
- **WhatsApp Messages:**
    - **Business Initiated Conversations:** 1,000
    - **User Service Initiated Conversations:** 1,000
- **Emails: 1,000**
- **Lookups and Verifications:** 1,000 per lookup type (Postcode, Mobile Number, Vehicle Data, Bank Account)

These allowances are established based on typical usage patterns observed among our clients and are intended to meet the needs of the majority of independent dealerships efficiently and effectively. Usage that consistently exceeds these allowances may indicate a need for a customised service plan.

2. Monitoring Usage

Usage of all services will be continuously monitored to ensure compliance with this FUP. AFT aggregates usage statistics across all accounts to identify patterns and potential issues of non-compliance.

3. Flexible Overage Thresholds

AFT recognises that usage may vary between billing periods. An allowance of 10-15% above the typical usage limits is acceptable to accommodate occasional excess usage. Regular exceedances beyond this buffer will trigger a review as outlined in this policy.

4. Communication of Excessive Use

Clients approaching the threshold of their usage allowance will receive an alert advising them of their usage levels. Continued excessive use after an alert has been issued may cause further actions as outlined below.

5. Consequences of Excessive Use

In cases where excessive usage continues after alerts:

- AFT may reach out to discuss usage patterns and potential adjustments to the plan to better suit the client's needs.
- If a mutually agreeable solution cannot be reached, and excessive usage persists, AFT reserves the right to propose a transition to a bespoke plan that more accurately reflects the client's usage patterns and needs.

7. Changes to the Fair Usage Policy

AFT reserves the right to amend this FUP at any time. Changes will be communicated to all affected customers in due course. Continued use of the service following changes to the policy constitutes acceptance of those changes.

8. Compliance and Dispute Resolution

Clients with concerns about how this FUP is applied or who wish to dispute an excessive use determination may contact AFT's customer service. We aim to resolve all disputes amicably and professionally.