BUSINESS TERMS & CONDITIONS

OVERVIEW

These Mobilityways Business Terms & Conditions ("**Agreement**") are comprised of the following elements:

- a Legal Design Mark Summary Sheet, which provides an overview of some of the key contract clauses in this Agreement;
- the Terms & Conditions are the core legal terms and are contained in the main body of the Agreement. These terms share common elements across all Mobilityways Services;
- Schedule 1 contains the Data Processing Terms for the Services; and
- a Contract will set out the applicable commercial terms e.g. the fees, specifications and the duration that each Service will be provided for.

LEGAL DESIGN MARK – SUMMARY SHEET

- This Summary Sheet is provided to you as part of Mobilityways' commitment to contract transparency.
- The questions in the Summary Sheet reflect some of the key considerations in commercial contracts. The below table is intended to summarise the contractual position succinctly and provide clause references for further detail.
- The below clause summaries are not a replacement for reading the full Agreement (and Mobilityways will not be responsible or liable for your failure to read and/or understand this Agreement).
- Mobilityways has been awarded the **Legal Design Mark** in relation to this Agreement. For more information, please visit www.visuallegals.com/legaldesignmark.

SUBJECT	QUESTION	ANSWER / CLAUSE SUMMARY		REFERENCE
Payment	What are the payment terms?	30 days from the date of the invoice.		Clause 4.2.
Payment	What are the consequences of late payment?	Mobilityways can charge interest and suspend the Services and its costs for recovering any debt.		Clause 4.2.
IP	Does the Customer retain its pre-existing IP?	Yes, this is owned by the Customer. Mobilityways has a limited right of use for the provision of the Services only.		Clauses 5.1 and 5.5.
IP	Who owns new IP created through the Services?	Any data that is provided by you, or generated through the Mobilityways Platform (Customer Data), will be owned by the Customer. Mobilityways retains all IP in the Platform, the Documentation and anything provided as part of the Services (other than Customer Data). Mobilityways may use any Customer Data on an anonymised and aggregated basis.		Clauses 5.2, 5.3 and 5.6.
IP	What are the Customer's rights to use the Mobilityways Platform and Documentation?	Exclusive:	No – the licence is non-exclusive.	Clause 5.4.
		Transferrable:	No - unless the Customer has obtained Mobilityways' prior consent.	
		Royalty-Free:	No – fees apply unless otherwise stated in a Contract.	
		Revocable:	Yes - e.g. for suspension of the Services for late payment.	
		Perpetual:	No - the licence is for the duration of each Contract. The Customer must cease using the Platform and associated Documentation if it ceases to be a Mobilityways customer.	
		Worldwide:	No - the licence is limited to the territory specified in a Contract.	
Confidentiality	How long will Confidential Information be protected for under this Agreement?	Confidential Information will be protected on a perpetual basis.		Clause 6.1.
Data Protection	Will Personal Data be processed under this Agreement?	Purpose:	Yes, Personal Data is processed for certain elements of the Services, as detailed in the applicable Contract.	Schedule 1, Paragraph 8.
		Sensitive Data:	No active processing. Certain information may be inferred from geolocation data, but this needs to be enabled by the data subject and is only accessible by the relevant data subject and Mobilityways	

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			(as requested by the data subject to fulfil support requests only).	
		Controller:	The Customer.	
		Processor:	Mobilityways.	
		Sub-processor:	Mobilityways subcontractors used for the Services.	
		International Data Transfers:	Sub-processors are primarily based in the UK or EEA. Any sub-processors based in other locations will be subject to an international data transfer agreement (where required by law).	
		Retention:	Data is retained for a period of 24 months after contract termination.	
Liability	What is the Customer's maximum liability cap under this Agreement?	12 months' of fees for the Services for direct losses (with some exceptions).		Clauses 7.2 and 7.3.
Liability	What is Mobilityways' maximum liability cap under this Agreement?	12 months' of fees for the Services for direct losses (with some exceptions).		Clauses 7.2 and 7.3.
Liability	Are there any indemnities (reimbursement on a pound for pound basis) in this Agreement?	Mobilityways considers that indemnities are appropriate in a limited number of circumstances. Mobilityways does not have control over the Customer materials, so the Customer would need to reimburse Mobilityways for any losses incurred relating to the Customer materials where they are illegal, defamatory or otherwise unsuitable. The Customer also provides an indemnity where it is unlawful for the Customer to provide Mobilityways with Personal Data for use in the Services and where it distributes inappropriate communications via the Platform.		Clause 3.2 and Schedule 1, Paragraph 2.5.
Liability	Are there any liquidated damages provisions in this Agreement?	No.		-
Audit	Are there any audit rights in this Agreement?	No.		-
Termination	What is the duration of this Agreement?	Indefinite, until terminated in accordance with its terms.		Clauses 8.1 and 8.2.
Termination	What is the period for remedying a breach of this Agreement?	10 Business Days from receiving a notice from the other party.		Clause 8.3.1.
Termination	Can the Customer terminate this Agreement for convenience?	This Agreement can be terminated on 30 days' notice, provided that any and all Contracts have completed. Contracts can be terminated prior to renewal upon providing at least 30 days' notice.		Clauses 8.1.2; and 8.2.2.
Termination	Does this Agreement automatically renew?	This Agreement applies until terminated and each Contract will automatically renew, unless stated otherwise in the Contract.		Clause 8.2.2.
Variation	Can Mobilityways amend this Agreement without the Customer's consent?	Mobilityways has a right to update this Agreement (e.g. to reflect changes to the law and changes to Service processes) by giving the Customer prior notice. These types of changes will generally apply to multiple Mobilityways customers and Customer-specific amendments will be mutually agreed in writing. Mobilityways can also update its Charges each contract-year.		Clauses 4.3, 11.2 and 11.3.
Governing Law	What law governs this Agreement?	English law.		Clause 11.11.

TERMS & CONDITIONS

PARTIES:

1) **MOBILITYWAYS LIMITED** is a limited company registered in England under company no. 03968472, and with its registered address at 10-12 St. Andrews Street, Norwich, England, NR2 4AF ("**we**" / "**us**" / "**Mobilityways**"); and
2) You are a **CUSTOMER** who has engaged Mobilityways to perform Services ("**you**" / "**Customer**").

1 ENGAGEMENT AND INTERPRETATION

1.1 This Agreement is accepted by you when:

1.1.1 you sign a Contract (which could be by electronic signature); or

1.1.2 you use any Services after receiving this Agreement; or

1.1.3 you provide us with a purchase order number,

and the Agreement will be binding on you from this point ("**Start Date**") and will continue until it is terminated.

1.2 The following rules for interpretating this Agreement apply:

1.2.1 the clause headings, clause summaries, visual elements / illustrations and/or context boxes (starting with the phrase 'FOR CONTEXT') contained in this Agreement are for reference purposes only - they do not affect the interpretation of this Agreement and do not have legal effect;

1.2.2 a Contract will take priority if it conflicts with the terms of this Agreement;

1.2.3 defined terms are set in clause 12, or otherwise are specified in quotation marks within the body of this Agreement;

1.2.4 references to legislation and regulations include any changes or additions to such laws, as well as any associated laws;

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1.2.5 a 'clause' refers to sections in this Agreement. A 'paragraph' refers to sections in a Schedule;
1.2.6 references to 'including' (or similar expressions) are to provide examples, but these are not exhaustive and other examples may apply; and
1.2.7 if this Agreement is translated, the English language shall take priority in the event of conflict.

2 SUPPLY OF SERVICES

2.1 We will provide the Services as outlined in this Agreement and each applicable Contract in exchange for your payment of the Charges.
2.2 You understand and agree that:
2.2.1 we use third party subcontractors as part of the Services. This is primarily for web hosting and data centre management services;
2.2.2 any dates or times mentioned by us are only estimates and they depend on you fulfilling your obligations. Time shall not be 'of the essence' for the performance of the Services; and

(1) FOR CONTEXT: The Services are not business-critical in nature, but we will aim to complete the Services in a timely manner. The value of the Charges do not merit compensation for delays, but we will keep you updated in the event that the Services are delayed for any reason.

2.2.3 we can make changes to the Services at any time if those changes do not significantly affect the quality of the Services or if a change is needed to comply with any applicable law or safety requirement. We will notify you in writing about any such changes.
2.3 All warranties and other terms implied by law are excluded from this Agreement (to the fullest extent permitted by law), however, we warrant that:
2.3.1 we will take reasonable steps to keep the Platform safe from viruses and harmful code;

(2) FOR CONTEXT: No business can guarantee the transmission of viruses due to the ever-changing nature of the Internet and therefore we have to manage our risk. However, we have implemented robust security measures, including obtaining ISO27001 accreditation, to seek to prevent the transmission of viruses.

2.3.2 your use of the Platform won't violate any third party Intellectual Property Rights; and
2.3.3 we will provide the Services with reasonable care and skill using appropriately qualified and trained staff.
2.4 We do not guarantee that the Platform will always be available at all times or free from errors and/or defects.

(3) FOR CONTEXT: We have a clear commercial incentive to ensure that the Platform is available for all customers at all times, but occasionally there may be unexpected downtime or maintenance.

3 YOUR OBLIGATIONS

3.1 You must:
3.1.1 cooperate with us in connection with the provision of the Services;
3.1.2 provide us with any data required to deliver the Services as per the Contract requirements (including, but not limited to, employee journey postcodes and email address). You agree to provide this data within 30 days of the Contract commencement date (or such other date specified in a 'go live' plan;
3.1.3 provide us with any information and materials that we may reasonably request for the Services;
3.1.4 ensure that any information and/or materials provided to us are accurate and complete;
3.1.5 promptly review and approve any applicable marketing materials that we create or make available as part of the Services that contain your Intellectual Property Rights for the promotion of the Services;
3.1.6 not do anything harmful or illegal while using the Services. You must not access, store, distribute or transmit any viruses, or any material that:
a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
b) facilitates illegal activity;
c) depicts sexually explicit images; promotes unlawful violence;
d) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
e) in a manner that is otherwise illegal or causes damage or injury to any person or property,
and we reserve the right, without liability and without affecting our other rights, to disable your access to any such material that breaches the provisions of this clause;
3.1.7 solely use the Platform in a reasonable manner and you must not issue any communications to Users which are not reasonably related to the Services; and
3.1.8 ensure that each User complies with the terms of this Agreement (and the applicable Member Terms and Conditions on the Platform) and you will be responsible and liable for any action or omission of each User which breaches any term of this Agreement and any applicable Member Terms and Conditions.
3.2 You will indemnify (reimburse on a pound for pound basis) Mobilityways and our Affiliates against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Mobilityways and/or our Affiliates arising out of or in connection with any claims or fines in relation to your breach of clauses 3.1.4, 3.1.6 and/or 3.1.7.

(4) FOR CONTEXT: We are not in control of any of your input materials, so you would need to reimburse us for any losses incurred relating to such materials if they are unlawful or unsuitable in any way.

3.3 If the performance of any of our obligations under this Agreement is prevented or delayed by anything you do (or fail to do) (a "**Customer Default**"):
3.3.1 we may suspend the Services and access to the Platform until you remedy the Customer Default (and this is without prejudice to other remedies available to us); and
3.3.2 we won't be responsible for any losses that you incur because of the delay in the provision of the Services.
3.4 You acknowledge that third party software is needed for certain elements of the Services. As a condition of the Services, you may be required to agree to such third party service providers terms and conditions.

(5) FOR CONTEXT: We use a select number of third party providers for certain elements of the Services. For example, Google Maps is integrated into the Platform. We can provide a list of current sub-contractors upon request.

4 CHARGES AND PAYMENT

4.1 We will send you invoices for the Charges based on the payment schedule in the Contract. The Charges are exclusive of VAT, which will be payable in addition to the Charges.
4.2 You must pay our invoices in full within 30 days of the date of the invoice without any deductions. If payment is late, we may suspend the Services, charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (calculated daily and being compounded quarterly until payment is made, whether before or after any court judgment) and you agree to reimburse us for any debt recovery costs we incur.

(6) FOR CONTEXT: We have clear remedies for late payment in order to effectively manage our credit control processes. We may not invoice you for interest on the outstanding fees immediately, but interest will accrue until payment is made.

4.3 We reserve the right to increase the Charges in the applicable Contract at the end of each contract-year upon providing you with prior written notice.

(7) FOR CONTEXT: Due to auto-renewal provisions, we need the right to revise the fees to reflect our then current pricing.

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5 INTELLECTUAL PROPERTY RIGHTS

5.1 Each party's Intellectual Property Rights that existed prior to this Agreement will remain their exclusive property. All rights are reserved unless stated otherwise.

5.2 You will own all of the data provided by you for the Mobilityways Services, as well as any data created by you in the Platform, including information from Users (collectively called "**Customer Data**"). You can export the Customer Data from the Platform at any time whilst this Agreement is in force and for a period of 14 days after termination.

5.3 Other than Customer Data, we will own any new Intellectual Property Rights that is created by us as part of the Services (including any Platform developments and Documentation).

5.4 We hereby grant you a non-transferable (without any right to grant sub-licences), non-exclusive, revocable, royalty-free licence to use the Documentation and the Platform whilst a Contract is in force, solely for use with the Services in the country specified in a Contract, for each paying site detailed in a Contract.

5.5 You grant us a non-transferable (other than to our sub-contractors), non-exclusive, revocable, royalty-free licence whilst the Agreement is in force to use any materials that you provide to us for the Services.

5.6 You grant us a non-exclusive, royalty-free, transferable, perpetual, irrevocable, worldwide licence to use the Customer Data, provided that it is anonymised and aggregated.

5.7 You must not:

5.7.1 copy, modify, disassemble or reverse engineer the Platform;

5.7.2 access any part of the Platform and/or Documentation in order to create a product or service which competes with the Services;

5.7.3 use the Platform and/or the Documentation to provide services to third parties; or

5.7.4 enable any third parties to access the Platform and/or the Documentation.

5.8 You agree that we can use your name, trade marks and a description of the Services (which may include usage data and performance results relating to the Services) in any case study example described in our marketing materials, business proposals and/or on our website.

6 CONFIDENTIALITY AND DATA PROTECTION

6.1 Each party will keep any information (which is reasonably deemed to be confidential) that is disclosed to the other party (either orally, in writing or by demonstration) in strict confidence and without limit in time.

6.2 Such confidential information can be used by each party in relation to the Services and can be provided to employees, subcontractors, agents and advisors that reasonably need access to it, provided that they are subject to confidentiality restrictions materially equivalent to this clause.

6.3 Either party can freely use confidential information if it is:

6.3.1 in the public domain (without fault by a party);

6.3.2 already known to the receiving party;

6.3.3 disclosed from another non-confidential source;

6.3.4 disclosed with the permission of the other party; or

6.3.5 required to be disclosed by law (provided that, where permitted by law, the receiving party notifies the other party as soon as possible following its receipt of the disclosure request).

6.4 The parties agree to comply with their respective obligations under Data Protection Laws and Schedule 1.

7 LIMITATION OF LIABILITY

7.1 This clause sets out the entire liability of each party (in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution and all other types of law) arising under or in connection with this Agreement.

7.2 With the exception of clause 7.3:

7.2.1 neither party will be liable for any indirect loss, consequential loss, loss of profits, loss of business, loss of contract or loss or corruption of data or information; and

(8) FOR CONTEXT: Loss or damage is indirect if it is not an ordinary consequence of a breach, but at the time this Agreement was made, both parties knew (or should have known in the circumstances) that such loss may arise.

7.2.2 each party's total aggregate liability to the other party under this Agreement will be limited to the total Charges payable by you to us for the relevant Services giving rise to such liability in the 12 month prior to the claim arising (to be calculated on a pro rata basis to equal 12 months of Charges where the relevant Contract duration is less than 12 months).

(9) FOR CONTEXT: We cap each party's liability at the value of the applicable fees to ensure that our respective risk and liability is proportionate to the agreement value. The limitations in this Agreement are necessary in order to allow us to provide the Services at its current prices. If you require greater protection then we may agree to modify the limitations and extend the guarantees in return for the payment of a higher price for the provision of the Services.

7.3 Nothing in this Agreement will exclude the liability of either party for: (i) death or personal injury arising from the other party's negligence; (ii) fraud; (iii) under an indemnity in this Agreement; or (iv) for any other liability that cannot lawfully be excluded or limited.

7.4 *DISCLAIMERS*: We may recommend third party services to you from time to time, but we are not responsible or liable for such services. We may offer guidance on our websites and/or the Platform for Users to follow to use the Services safely, but we are not liable or responsible for any loss or damage arising from accidents or incidents suffered by Users whilst using the Services.

8 TERMINATION

8.1 *Duration and Termination for Convenience - This Agreement*: The parties agree that:

8.1.1 this Agreement will commence on the Start Date and will continue indefinitely until it is terminated in accordance with its terms;

8.1.2 either party may terminate this Agreement upon providing the other party with at least 30 days' prior written notice, which will take effect upon the termination of all Contracts then in effect (**PLEASE NOTE: the Agreement cannot be terminated whilst a Contract is in effect**); and

8.1.3 entering into this Agreement does not commit you to any Services unless a Contract is entered into.

8.2 *Duration and Termination for Convenience - Contracts*: The parties acknowledge and agree that:

8.2.1 each Contract will continue for the time period stated in the applicable Contract terms ("**Initial Term**"); and

8.2.2 unless otherwise stated in a Contract, each Contract will automatically renew for successive 12 month periods (each a "**Renewal Period**") (and you will be liable to pay for the fees for the full renewal period) unless you provide us with least 30 days' prior written notice in advance, which shall take effect no earlier than the end of the Initial Term or the end of the then-current Renewal Period(or the end of the next Renewal Period where insufficient notice is provided).

(10) FOR CONTEXT: We have auto-renewal provisions to ensure that there is no unintended break in the Services. Please diarise renewal dates if you are considering ending the Services to ensure that appropriate notice of termination can be served.

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8.3 *Termination for Cause*: This Agreement and any Contract can be terminated by either party immediately in writing if:

8.3.1 it is breached by the other party. However, if the breach can be remedied, then the defaulting party will have 10 Business Days to resolve the breach upon receiving a termination notice; or

8.3.2 the other party: (i) becomes bankrupt / insolvent; (ii) appoints an administrative receiver or liquidator; (iii) is unable to pay its debts as they fall due; (iv) suspends (or threatens to suspend) trading or ceases trading; or (v) any event similar in nature to clauses 8.3.2(i-iv) (inclusive).

9 CONSEQUENCES OF TERMINATION

9.1 When this Agreement terminates for any reason:

9.1.1 each party must immediately stop using and return or destroy any materials containing the other party's Intellectual Property Rights or confidential information unless they have permission to keep using them;

9.1.2 you must immediately stop using the Platform;

9.1.3 you must immediately pay us any outstanding invoices. If there are any Services provided by us, which have not yet been invoiced, we will raise an invoice and this must be immediately paid by you;

9.1.4 any rights, obligations and/or liabilities that existed before the Agreement ended will still be valid (including claims for previous breaches of the Agreement); and

9.1.5 clauses which state that they continue after termination (or which should continue after termination in order to give effect to the rights and obligations of this Agreement) shall continue in full force and effect.

10 UNFORESEEABLE EVENTS (FORCE MAJEURE)

10.1 Neither party will have any liability to the other party for any failure or delay caused by any unforeseeable circumstance beyond that party's reasonable control in performing its obligations in this Agreement. Such events may include: an act of God, fire, earthquakes, tidal waves, flood, storm, war, riots, strikes (whether involving the workforce of Mobilityways or any of its subcontractors), terrorism, malicious damage and/or legal changes and prohibitions. If such an event continues for a period of 30 days or more, either party may terminate this Agreement immediately and without any liability by providing the other party with written notice.

11 GENERAL

11.1 *Entire Agreement*. This Agreement and the documents referenced in this Agreement are the 'entire agreement' between the parties in relation to the Services. This Agreement supersedes and extinguishes all previous agreements and understandings between the parties and no other terms or discussions shall be binding or will apply to the Services. Each party agrees that the Services have not been misrepresented or misstated and each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

11.2 *T&Cs Updates*. It may be necessary for us to update this Agreement and its terms from time to time in accordance with changes in the law, the Services or our business practices. If you continue to use the Services after we have informed you of any amendments or additional terms to the Agreement, you will be deemed to have accepted these changes and they will be incorporated into this Agreement.

(11) FOR CONTEXT: We need the right to be able to freely update the terms of this Agreement to reflect changes to the law and changes to our processes. These types of changes will generally apply to multiple Mobilityways customers, whereas change requests that only impact your relationship with us will be by written agreement. We will provide you with notice in advance of any material changes and we will seek to address any queries that you may have at this time.

11.3 *Variation*. Subject to clause 11.2, any variation of this Agreement shall be in writing and signed by or on behalf of the parties.

11.4 *Third Party Rights*. No one other than a party to this Agreement, their successors and permitted assignees, will have any right to enforce the terms of this Agreement.

11.5 *Waiver*. If a party breaches this Agreement and the other party decides not to enforce its rights at that time, it will not be prevented from doing so at a later date. However, a party may waive certain rights under this Agreement where this is agreed in writing.

11.6 *Severance*. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, such provision will be severed and the remainder of this Agreement will continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

11.7 *Assignment*. You must not transfer, assign or sub-contract this Agreement to anyone, as it is personal to you. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Agreement.

11.8 *No Partnership / Agency*. This Agreement does not create an agency, partnership or joint venture relationship between us or authorise a party to make or enter into any commitments for or on behalf of the other party.

11.9 *Notices*. Any notices under this Agreement may be sent by registered post (to the other parties registered office address) or by email (provided a delivery failure notification is not received), but not by fax.

11.10 *Counterparts*. Without prejudice to clause 1.1, this Agreement and each Contract may be signed in counterparts (each signed copy with constitute the same document when combined with the corresponding copy)

11.11 *Governing Law*. This Agreement is governed by English law and the parties agree that the English courts will have exclusive jurisdiction to settle any contractual or non-contractual claims and disputes. In the event that a Contract for Services is in any country outside of the United Kingdom, English law will continue to apply, but the terms of this Agreement will be deemed to be modified to the minimum extent required to conform with any mandatory local laws (based on the primary location of the Customer) that cannot be disapplied by law.

12 DEFINITIONS

12.1 In this Agreement, the following definitions apply:

"**Administrator**": anyone appointed by you to manage your account within the Platform.

"**Affiliates**": any company which is under common management control of, and of which more than 50% of the shares (or equivalent) are owned by: a party; a subsidiary of that party; or any holding company (as defined at s1159 of the Companies Act 2006).

"**Business Day**": Monday to Friday, excluding any public holidays or bank holidays in England.

"**Charges**": any fees payable under this Agreement, as detailed in the applicable Contract.

"**Contract**": means a document (e.g. a quotation, order form or statement of work) setting out the details of the Services and the Charges.

"**Data Protection Laws**": the Data Protection Act 2018, UK GDPR (Retained Regulation (EU) 2016/679) and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation, and to the extent applicable, the data protection or privacy laws of any other country.

"**Documentation**": any documents and/or materials made available by us to you from time to time for use in the Services. This can include marketing materials, specifications and user guides.

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"**Intellectual Property Rights**": any patents, trade marks, service marks, copyright, database rights, moral rights, design rights, unregistered design rights, know-how, confidential information and any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in England or any other part of the world, together with any related goodwill.
"**Personal Data**": any information about a person that can identify them directly or indirectly, such as their name, email address, telephone number, an ID number, address or geolocation information.
"**Platform**": Mobilityways' proprietary software platforms and applications that Users can use to access elements of the Services electronically.
"**Services**": the Services to be provided by us under this Agreement, as detailed in the applicable Contract.
"**User**": the Customer, Administrators and any of your officers, employees, consultants, contractors, agents or other third parties who are authorised to use the Platform (referred to as "**Members**").

SCHEDULE 1 –DATA PROCESSING TERMS

1. GENERAL OBLIGATIONS

1.1. The parties acknowledge that they may share and/or process Personal Data as part of the Services and each party agrees that it will comply with their respective obligations under the applicable Data Protection Laws.
1.2. The specific roles of each party regarding data protection laws will depend on the nature of the relevant Services. Usually, you will be the 'Data Controller' and we will be the 'Data Processor'.
1.3. Notwithstanding paragraph 1.2, the parties agree that to the extent that we process Personal Data for our own purposes, we will be an independent Data Controller of that Personal Data and we will be solely responsible for complying with the Data Protection Laws. The remainder of this Schedule solely applies when you are a Data Controller and we are acting as a Data Processor.

(12) FOR CONTEXT: Where we use the Personal Data outside the scope of your instructions (e.g. to provide journey planning services directly to members in a personal capacity (such as a car share to a beach at the weekend)), we will process the Member's Personal Data as an independent controller. Such Processing will be at our sole risk.

2. DATA CONTROLLER OBLIGATIONS

2.1. You warrant that you will only share, process and use Personal Data as part of the Services for legitimate reasons and you won't process more Personal Data than is required for fulfilling this purpose.
2.2. You are responsible for making sure that you have a valid legal basis for processing any Personal Data and that this extends to our use of any such Personal Data. Upon our request, you agree to provide us with details and supporting evidence for the legal basis for such processing.
2.3. You must notify us reasonably in advance before providing us with access to any 'Sensitive Personal Data' (i.e. racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health information or data concerning a natural person's sex life or sexual orientation).
2.4. You must ensure that the Personal Data processing specification detailed in paragraph 8 is correct and accurate. This includes what Personal Data will be used, why it's being used and who it's about.
2.5. You are responsible for adequately addressing the use of cookies and implementing provisions to comply with Data Protection Laws in your terms and conditions and privacy policies. As we do not have any control over these, you will indemnify (reimburse on a pound for pound basis) Mobilityways and our Affiliates against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Mobilityways and/or our Affiliates arising out of or in connection with any claims or fines in respect of:
    2.5.1. a breach of this paragraph 2;
    2.5.2. any liability relating to the use of cookies on your websites or any Personal Data captured through your websites; and
    2.5.3. your failure to obtain appropriate legal grounds to export Personal Data outside of the United Kingdom and/or the European Economic Area by us under paragraph 6.

(13) FOR CONTEXT: We are not in control of how you capture the Personal Data, so you would need to reimburse us where it is unlawful for you to provide us with certain Personal Data for use in the Services. You will need to ensure that the Personal Data can be exported outside of the UK and/or EEA as we may have sub-processors based outside of the UK. We put in place data transfer agreements with each sub-processor where it is required by law.

2.6. Regardless of anything stated to the contrary elsewhere in this Agreement, any liability under paragraph 2.5 will not be limited or excluded. Paragraphs 2.5 and 2.6 will survive the termination of this Agreement.
2.7. Nothing in this Schedule 1 shall take away or reduce your direct responsibilities and liabilities under Data Protection Laws.

3. DATA PROCESSOR OBLIGATIONS

3.1. We acknowledge and agree that where we process Personal Data on your behalf, we will be a Data Processor and that we shall:
    3.1.1. keep all Personal Data that we receive, store and collect as part of the Services strictly confidential (subject to the confidentiality provisions in this Agreement);
    3.1.2. (subject to paragraph 1.3) not use the Personal Data for any purpose other than to perform our obligations under this Agreement, unless required otherwise by law (in which case we'll notify you of the relevant legal requirements, provided that there are not legal restrictions in providing notice);
    3.1.3. (subject to paragraph 1.3) ensure that all Personal Data that we receive, store and collect from you is processed in accordance with the Personal Data processing specification contained in paragraph 8. If you want to change the processing specification, both parties must agree to this in writing (and additional commercial terms may need to be negotiated).

(14) FOR CONTEXT: We will follow your instructions for Processing any Personal Data, but these must be within the scope of the Personal Data Processing specification detailed in the Agreement. Our commercial model applies a consistent Processing specification for all customers, so any significant changes may incur additional fees, which will be agreed with you in writing in advance.

    3.1.4. assist you with any subject access request (at your cost);
    3.1.5. where is it reasonably practicable and technically possible to do so, promptly carry out any written request for us to amend, transfer or delete any Personal Data (at your cost);
    3.1.6. inform you within 48 hours from when we become aware of any Personal Data breach and provide you with necessary information to report it to the data protection authority and/or inform affected individuals; and
    3.1.7. upon your request, provide reasonable supporting documentation regarding our compliance with this Schedule 1.
3.2. Where you request us to make geolocation tracking available to end-users as part of the Services, you hereby instruct us not to share any location data or records with you and you agree that you cannot supersede this paragraph with further instructions.

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4. SECURITY

4.1. Taking into account available technology, the costs of implementation, the nature, scope, context and purpose of processing as well as the risks to people's rights and freedoms, the parties will put in place reasonable measures to keep Personal Data secure and private. This includes using administrative, technical, and physical safeguards to prevent unauthorised access, accidental loss or damage, and any other risks to the Personal Data. Mobilityways is ISO27001 certified.

5. SUB-PROCESSING

5.1. You provide your advance permission for us to disclose Personal Data to our Affiliates or any third party appointed by us to process Personal Data (sub-processors). We will promptly provide a list of our then-current sub-processors following a written request from you.

5.2. Prior to disclosing any Personal Data to our Affiliates or to a sub-processor, we must have in place with such third party a written agreement which complies with the Data Protection Laws.

5.3. We will remain directly accountable and liable to you for the acts and omissions of any sub-processors at all times.

6. DATA TRANSFERS

6.1. You provide your advance consent for us to transfer Personal Data to a country or territory outside the United Kingdom and/or the European Economic Area provided that the Personal Data is subject to an adequate level of protection in accordance with Data Protection Laws.

7. PROCESSING DURATION

7.1. This Schedule 1 shall cease to apply when we stop processing Personal Data on your behalf as a Data Processor.

7.2. When this Agreement ends, we shall return all Personal Data to you, upon your written request, however:

7.2.1. we can keep a copy of any Personal Data to meet our legal or regulatory obligations; and

7.2.2. we can keep and use any data that's been aggregated and anonymised (so that it's no longer Personal Data) for our business purposes.

(15) FOR CONTEXT: This data helps us to assess commuting trends and other industry information and we present this information back to customers and the travel industry through various reports and newsletters. Please be assured that you and your staff will not be identified in any way.

8. DATA PROCESSING SPECIFICATION

8.1. The parties agree that the following data processing specifications and instructions apply:

Purpose Description	Details
Subject matter of the Processing	The provision of the Services detailed in a Contract.
What date will sharing commence	At the commencement of the provision of the Services.
Categories of Data Subject	Users who are authorised to use the Services.
Type of Personal Data (what categories are being shared)	Name, address, email, journey details, vehicle registration. Geolocation data relating to a User's device may also be processed to enable the Customer to assess sustainable journeys.
Is there any sensitive/special categories of Personal Data being shared	No. Certain information may be inferred from geolocation data, but this is only accessible by the relevant data subject and Mobilityways.
Lawful grounds for sharing (if using consent, has it been collected and recorded correctly)	Depending on the type of Service that applies, the grounds for processing will either be 'Contractual Necessity' to fulfil contractual obligations, 'Consent' for any processing of geolocation data or the Customer will provide Mobilityways with the right to process Personal Data based on its 'Legitimate Interests'.
Duration of the Processing	The duration of this Agreement.
Data Retention Period	A period of 24 months from the completion of the Services in accordance with the Mobilityways Data Retention Policy, and such other period stated in the Customer's data retention policies.

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