

Terms of Use

These Terms of Use are binding agreement between you (**User** or **you**) and Aryza UK Services Limited, a company registered in England and Wales with company number 10810071, with our registered office at Bridgewater Place C/O Evolve Servicing, Water Lane, Leeds, England, LS11 5DR (**ARYZA**) for the right to use ARYZA's online platform (**Platform**).

The Platform is directed to Users in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations under different jurisdictions.

User is a company listed on an insolvency arrangement and the reference to User shall include any employee or agent acting on his behalf (**Authorised Agent**). The Platform shall not be accessed by individuals acting on their own behalf. Authorised Agents shall be equally bound to this Agreement while User is liable for their compliance with these Terms of Use.

The **Privacy Policy** will apply to Authorised Agent's personal data, which is collected while they use the Platform. The **Data Processing Agreement in Schedule 1** to this Terms of Use covers personal data within the insolvency cases uploaded to the Platform.

Please read these Terms of Use carefully before you start to use the Platform. By using the Platform, you confirm that you accept these Terms of Use and that you will abide by them; if you do not agree to these terms, you should refrain from using the Platform. You should print a copy of these Terms of Use or save it to your computer or device for future reference. Aryza amends these Terms of Use from time to time. Every time you wish to use the Platform, please check these Terms of Use to ensure you understand the Terms of Use that apply at that time.

Access to the Platform according to these Terms of Use is free of charge. If you wish to get access to a premium version of this Platform, allowing a portal for managing multiple insolvency cases via a personalised dashboard and options to trigger automated processes, you need to accept our **Starter Tier Access Terms** on top of these Terms of Use. Those also offer the possibility of our associated company Evolve Servicing Limited providing insolvency services where requested by you governed by the **Evolve Service Terms**.

To contact Aryza, please email helpdesk@aryza.com or telephone Aryza's customer service line on 0800 072 0092.

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in these Terms of Use.

Authorised Agents: those employees, agents and independent contractors of the User who are authorised by the User to use the Services and the Documentation.

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

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

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Clause 8.7 or clause 8.8.

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

Client : the User's customer, whose data is inserted into the Platform

Client Data: the data inputted by the User , or ARYZA on the User 's behalf, for the purpose of using the Services or facilitating the User 's (or any Client's) use of the Services.

Data Protection Legislation: the UK Data Protection Legislation and any European Union legislation (to the extent and for so long as applicable in the United Kingdom) relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications).

Documentation: the documentation made available to the User (or any Client) by ARYZA online via <https://hub.connectplatforms.co.uk/> or such other web address notified by ARYZA to the User from time to time, which sets out a description of the Services and user instructions for the Services.

Normal Business Hours: 9.00 am to 5.30pm local UK time, each Business Day.

Platform: the online software application provided by ARYZA as part of the Services, providing an online portal for the accessing, sharing and uploading of data relating to insolvency cases.

Services: the services provided by ARYZA to the User under these Terms of Use via <https://hub.connectplatforms.co.uk/> or any other website notified to the User by ARYZA from time to time, as more particularly described in the Documentation.

Term: means these Terms of Use as defined at Clause 11.1.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2. Clause, schedule and paragraph headings shall not affect the interpretation of these Terms of Use.

1.3. 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.

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

- 1.5. 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.
- 1.6. A reference to a statute or statutory provision is a reference to it as it is in force at the relevant time, and shall include all subordinate legislation made as at the date of these Terms of Use under that statute or statutory provision.
- 1.7. A reference to writing or written includes e-mail but not faxes.
- 1.8. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10. References to clauses and schedules are to the clauses and schedules of these Terms of Use; references to paragraphs are to paragraphs of the relevant schedule to these Terms of Use.

2. GRANT OF LICENCE

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- 2.1 Subject to the terms and conditions of these Terms of Use, ARYZA hereby grants the User a non-exclusive, non-transferable right to use and make available to Authorised Agents acting on his behalf the Platform solely for the purpose of viewing and amending details relating to insolvency and debt solution cases.
- 2.2 The licence described in clause 2.1 may not be sub-licensed, assigned or otherwise transferred to any other party without ARYZA's prior written consent.

3 SERVICES

- 3.1 ARYZA shall, during the Term, provide the Services and make available the Documentation and Client Data to the User on and subject to the terms of these Terms of Use.
- 3.2 ARYZA shall use commercially reasonable endeavours to make the Services available twenty four (24) hours a day, seven (7) days a week, except for:
 - 3.2.1 planned maintenance carried out during the maintenance window of [10.00 pm to 2.00 am UK time]; and
 - 3.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that ARYZA has used reasonable endeavours to give the User at least [[six (6)] Normal Business Hours'] notice in advance.
- 3.3 ARYZA will, as part of the Services, provide the User with ARYZA's standard customer support services during Normal Business Hours.
- 3.4 The Services shall include any upgrades, new releases and/or new versions of the Platform as ARYZA may make available to its general client base from time to time.

- 3.5 The Services shall include any upgrades, new releases and/or new versions of the platform as ARYZA may make available to paying customers in line with their Starter Tier Access Terms.
- 3.6 In the event of any allegation that use of the Services or Documentation infringes the rights of any third party, ARYZA may procure the right for the User to continue using the Services, or replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate these Terms of Use on written notice to the User without any additional liability or obligation to pay damages or other additional costs.
- 3.7 Clause 3.5 and Clause 10.3.2 state the User's exclusive rights and remedies, and ARYZA's (including ARYZA's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right, other intellectual property right or right of confidentiality.
- 3.8 The User shall defend, indemnify and keep indemnified ARYZA, its employees, agents and sub-contractors against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with any alleged infringement of third-party rights based on:
- 3.8.1 a modification of the Services or Documentation by anyone other than ARYZA; or
 - 3.8.2 the User's use of the Services or Documentation in a manner contrary to the instructions given to the User by ARYZA; or
 - 3.8.3 the User's continued use of the Services or Documentation after notice of any alleged or actual infringement from ARYZA or any appropriate authority.
- 3.9 Notwithstanding the foregoing, ARYZA:
- 3.9.1 does not warrant that the User's use of the Platform will be uninterrupted or error-free or compatible with any third party software or equipment or that the Services, Documentation and/or the information obtained by the User through the Services will meet the User's requirements; and
 - 3.9.2 is not responsible for any delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, or any failure caused by third party software and the User acknowledges that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.10 The User shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services or otherwise use the Platform in a way that:
- 3.10.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.10.2 facilitates illegal activity;
 - 3.10.3 depicts sexually explicit images;
 - 3.10.4 promotes unlawful violence;
 - 3.10.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

3.10.6 is otherwise illegal or causes damage or injury to any person or property;

and ARYZA reserves the right, without liability or prejudice to its other rights to the User, to disable the User's access to any material that breaches the provisions of this clause (or in severe or repeated cases suspend access to the Platform). If ARYZA considers that you have breached acceptable use requirements, ARYZA may take such action as ARYZA deems appropriate, including: (i) immediate, temporary or permanent withdrawal of User's right to use our site; (ii) removal of material uploaded to the platform; (iii) issue of a warning; (iv) legal proceedings against User for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from User's actions; (v) further legal action against User; (vi) disclosure of such information to law enforcement authorities as ARYZA reasonably feels is necessary or as required by law.

3.11 In relation to the Authorised Agents, the User undertakes that:

3.11.1 the maximum number of Authorised Agents 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;

3.11.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised Agent unless it has been reassigned in its entirety to another individual Authorised Agent, in which case the prior Authorised Agent shall no longer have any right to access or use the Services and/or Documentation;

3.11.3 each Authorised Agent shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than Monthly and that each Authorised Agent shall keep his password confidential;

ARYZA excludes liability for all action ARYZA may take in response to breaches of these standards. The actions ARYZA may take are not limited to those described above and we may take any other action ARYZA reasonably deems appropriate.

3.12 The User shall not:

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

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

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

3.12.2 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 unless agreed with Aryza; or

3.12.3 use the Services and/or Documentation to provide services to third parties; or

- 3.12.4 subject to Clause 13.7.1, license, 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; or
- 3.12.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation.
- 3.13 The User acknowledges and agrees that it is the User 's responsibility to ensure the facilities and functions of the Platform meet its requirements and are fit for its purposes.
- 3.14 If the Platform is intended to be used with third party software, it is the responsibility of the User to obtain and maintain such third party software and comply with the terms of any licence agreement relating to the same and to ensure that it installs all updates, fixes, new releases or new versions of such third party software made available to it by the licensor of such third party software and/or as recommended to it by ARYZA.
- 3.15 ARYZA shall not be liable for, or required to remedy, any problem arising from:
 - 3.15.1 any defect or problem with third party software or the User 's failure to install any update, new release, new version, fix or improvement previously provided to it or recommended to it by ARYZA in respect of any third party software;
 - 3.15.2 any defect or error wholly caused by any equipment or third party software used in connection with the Platform, other than any equipment or software agreed between the parties in writing in advance;
 - 3.15.3 data provided by the User or any third party that proves to be incorrect or incomplete;
 - 3.15.4 insufficient or out-dated anti-virus, anti-malware and firewalls being used by the User as Aryza cannot guarantee that the Platform is secure and free from bugs or Viruses ; or
 - 3.15.5 any failure by the User to comply with its obligations under these Terms of Use.
- 3.16 ARYZA retains the right to audit and/or monitor User s' usage of the Services from time to time in order to:
 - 3.16.1 review the User 's compliance with its obligations under these Terms of Use; and/or
 - 3.16.2 review the operation of the Platform and, where appropriate, make improvements;.

4 CLIENT DATA

- 4.1 As between the parties, the User shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Client Data. Aryza makes no representations, warranties or guarantees, whether express or implied, that the content made available via our site is accurate, complete or up to date. ARYZA shall follow its standard archiving procedures for Client Data as may be notified to the User from time to time. In the event of any loss or damage to Client Data, the User 's sole and exclusive remedy against ARYZA shall be for

ARYZA to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by ARYZA in accordance with such procedures. ARYZA shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by ARYZA to perform services related to Client Data maintenance and back-up for which it shall remain fully liable under Clause 4.9). Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

- 4.3 The parties acknowledge that, to the extent the Client Data comprises personal data, that ARYZA is processor and User is controller in respect of Client Data.
- 4.4 Schedule 1 "Data Processing Agreement" sets out the scope, nature and purpose of processing by ARYZA when acting as processor, the duration of the processing and the types of personal data and categories of data subject as well as technical and organisational measures and used SCC for data transfer outside the EU;
- 4.5 the personal data may be transferred or stored outside the EEA while using the EU Standard Contractual Terms and subject to technical and organisational measures as attached to Schedule 1.
- 4.6 Without prejudice to the generality of Clause 4, the User will ensure that:
- 4.6.1
it (or, where applicable, the Client) has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to ARYZA as set out in this Terms of Use (including Schedule 1); and
- 4.6.2 the relevant third parties have been informed of and, where applicable, have given their consent to the use, processing and transfer of their data.
- 4.7 Without prejudice to the generality of Clause 4, ARYZA shall, in relation to any personal data processed as processor for the User in connection with the performance by ARYZA of its obligations under this agreement:
- 4.7.1 process that personal data only on the documented written instructions of the User unless ARYZA is required by the laws of the European Union applicable to ARYZA and/or Domestic UK Law (where **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (**Applicable Laws**). Where ARYZA is relying on Applicable Laws as the basis for processing personal data, ARYZA shall promptly notify the User of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit ARYZA from so notifying the User;
- 4.7.2 not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
- 4.7.2.1 the User or ARYZA has provided appropriate safeguards in relation to the transfer;
- 4.7.2.2 the data subject has enforceable rights and effective legal remedies;

- 4.7.3 ARYZA complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 4.7.4 ARYZA complies with reasonable instructions notified to it in advance by the User with respect to the processing of the personal data;
 - 4.7.5 assist the User, at the User'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;
 - 4.7.6 notify the User without undue delay on becoming aware of a personal data breach;
 - 4.7.7 at the written direction of the User, delete or return personal data and copies thereof to the User on termination of the agreement unless required by Applicable Law to store the personal data; and
 - 4.7.8 maintain complete and accurate records and information to demonstrate its compliance with this Clause 4 and immediately inform the User if, in the opinion of ARYZA, an instruction infringes the Data Protection Legislation.
- 4.8 Each party shall ensure that it has in place appropriate technical and organisational measures designed 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, pseudonymising 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).
- 4.9 The User consents to ARYZA, when acting as processor, appointing third-party processors of personal data as per Schedule 1, which may be changed from time to time. ARYZA will notify User of any update to this list. User may only reasonably withhold his approval of such update. ARYZA confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in Clause 4 and in either case which ARYZA confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the User and ARYZA, ARYZA shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 4.
- 4.10 User agrees to sub-processing by Evolve Servicing Limited incorporated and registered in England and Wales with company number 11042250 whose registered office is at Fifth Floor West Wing, Bridgewater Place, Water Lane, Leeds, LS11 5DR (Evolve) and Aryza Mauritius Services Limited, 5th Floor, The Core, 62 Ebene Cybercity, 72201, Mauritius (Aryza Mauritius) further specified in Schedule 1.

4.11 The User shall defend, indemnify and keep indemnified ARYZA, its employees, agents and sub-contractors against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with any proceedings, claims, demands or actions in consequence of any breach or alleged breach of this clause 4 by the User (including any claim by a data subject).

5 **ARYZA'S OBLIGATIONS** ARYZA undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care. The undertaking at Clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to ARYZA's instructions, or modification or alteration of the Services by any party other than ARYZA or ARYZA's duly authorised contractors or agents.

5.3 These Terms of Use shall not prevent ARYZA from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Terms of Use.

5.4 ARYZA warrants that, subject to Clause 6.1.6, it has and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under these Terms of Use.

6. USER 'S OBLIGATIONS

6.1.1 provide ARYZA with:

6.1.1.1 all necessary co-operation in relation to these Terms of Use; and

6.1.1.2 all necessary access to such information as may be required by ARYZA;

in order to provide the Services, including Client Data, security access information and configuration services;

6.1.2 without affecting its other obligations under these Terms of Use, comply with all applicable laws and regulations with respect to its activities under these Terms of Use;

6.1.3 carry out all other User responsibilities set out in these Terms of Use in a timely and efficient manner (and in the event of any delays in the User's provision of such assistance as agreed by the parties, ARYZA may adjust any agreed timetable or delivery schedule as reasonably necessary);

6.1.4 not permit any third party to undertake any maintenance work in connection with the Platform without ARYZA's prior written approval;

6.1.5 obtain and shall maintain all necessary licences, consents and permissions specific to the services being provided to the User necessary for ARYZA, its contractors and agents to perform their obligations under these Terms of Use, including the Services;

- 6.1.6 ensure that its network and systems comply with the relevant specifications provided by ARYZA from time to time; and
- 6.1.7 to the extent permitted by law and except as otherwise expressly provided in these Terms of Use, be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to ARYZA's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the User 's network connections or telecommunications links or caused by the internet.
- 6.1.8 while being allowed to link to the Platform, do so in a way that is fair and legal and does not damage our reputation or take advantage of it. User must not establish a link in such a way as to suggest any form of association, approval or endorsement of Aryza where none exists and must not establish a link to the Platform in any website that is not owned by User. The Platform must not be framed on any other site, nor may you create a link to any part of the Platform other than the home page. Aryza reserves the right to withdraw linking permission without notice. The Platform in which the User is linking must comply in all respects with the content standards set out in these Terms of Use. If the User wishes to link to or make any use of content on our site other than that set out above, they shall contact helpdesk@aryza.com. Aryza is not liable for any links on the Platform to third party sites.
- 6.1.9 If User becomes aware of content uploaded by another user does not comply with the Terms of Use or any applicable laws, he shall inform Aryza under helpdesk@Aryza.com.
- 6.1.10 If User chooses, or is provided with, a user identification code, password or any other piece of information as part of our security procedures, User must treat such information as confidential and must not disclose it to any third party. Aryza has the right to disable any user identification code or password User may have, whether chosen by User or allocated by Aryza, at any time, if in Aryza's reasonable opinion user has failed to comply with any of the provisions of these Terms of Use. If User knows or suspects that anyone other than User, his employees or agents knows User's user identification code or password, User must promptly notify Aryza at helpdesk@aryza.com.

7. PROPRIETARY RIGHTS

- 7.1. The User acknowledges and agrees that ARYZA and/or its licensors own all intellectual property rights in the Services , the Documentation and the Platform a such. Except as expressly stated herein, these Terms of Use does not grant the User any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered) or any other rights or licences in respect of the Services or the Documentation.
- 7.2. The User acknowledges and understands that the Platform, Services and Documentation contain confidential and proprietary information and it shall not conceal, modify, remove, destroy or alter in any way any proprietary markings of ARYZA on or in relation to the same.

8. CONFIDENTIALITY

- 8.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under these Terms of Use. A party's Confidential Information shall not be deemed to include information that:
- 8.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 8.1.2 was in the other party's lawful possession before the disclosure;
 - 8.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 8.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 8.2 Subject to Clause 8.5, each party shall hold the other's Confidential Information in confidence and not make it available to any third party, save that it may disclose the Confidential Information to its officers, employees, sub-contractors and professional advisers to the extent that it is reasonably necessary for the purposes of these Terms of Use. Each party shall ensure that all such persons are made aware of and comply with the obligations of confidentiality under these Terms of Use.
- 8.3 Neither party shall use the other's Confidential Information for any purpose other than the performance of its obligations or exercise of its rights in connection with these Terms of Use.
- 8.4 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these Terms of Use.
- 8.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 8.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 8.6 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 8.7 The User acknowledges that details of the Services, and the results of any performance tests of the Services, constitute ARYZA's Confidential Information.
- 8.8 ARYZA acknowledges that the Client Data is the Confidential Information of the User.
- 8.9 No party shall make, or permit any person to make, any public announcement concerning these Terms of Use without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

8.10 The provisions of this Clause 7.2 shall survive termination of these Terms of Use, however arising.

9 **INDEMNITY**

9.1 The User shall defend, indemnify and keep indemnified ARYZA against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with the User's use of the Services and/or Documentation, provided that:

9.1.1 the User is given prompt notice of any such claim;

9.1.2 ARYZA provides reasonable co-operation to the User in the defence and settlement of such claim, at the User's expense; and

9.1.3 the User is given sole authority to defend or settle the claim (subject to ARYZA's prior written approval of any admission of liability, restrictions and/or conditions).

10 **LIMITATION OF LIABILITY**

1 **Your attention is drawn in particular to this clause.**

10.1 Except as expressly and specifically provided in these Terms of Use:

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

10.1.2 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 these Terms of Use; and

10.1.3 the Services and the Documentation are provided to the User on an "as is" basis. Aryza shall not be liable to the User for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with the use of, or inability to use, the Platform or use of or reliance on any content displayed on the Platform.

10.2 Nothing in these Terms of Use excludes or limits the liability of ARYZA:

10.2.1 for death or personal injury caused by ARYZA's negligence;

10.2.2 for fraud or fraudulent misrepresentation; or

10.2.3 for any other liability to the extent it may not be excluded or limited by law.

10.3 Subject to Clauses 3.6, 4.2, 10.1, 10.2 and 10.4:

10.3.1 ARYZA 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; depletion of goodwill and/or similar losses; loss or corruption of data or information (User is responsible for keeping adequate back

up procedures); pure economic loss; losses arising from wilful default or breach of the User ; or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with these Terms of Use; and

- 10.3.2 ARYZA's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for any claims arising in connection with the performance or contemplated performance of these Terms of Use shall be limited to £2,000.
- 10.4 Subject to clauses 3.8 and 3.13, if the Services do not conform with clause 5.1, ARYZA will use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the User with an alternative means of accomplishing the desired performance. If ARYZA rectifies such fault then it will have no other liability of any kind in respect of the fault. Such remedy shall be free of charge to the User unless the fault is found to arise from a breach by the User , in which case the User shall pay all reasonable and demonstrable costs and expenses associated with the fault, incurred by ARYZA.

11 TERM AND TERMINATION

- 11.1 These Terms of Use shall commence on the date on which you first access the Platform and shall continue until terminated in accordance with the provisions of these Terms of Use. Alternatively, these Terms of Use will expire and access to the Platform will be terminated in respect of any case(s) for which insolvency practitioner clients cease uploading data and therefore such cases are no longer considered to be live. ARYZA reserves the right to suspend or cancel access to any or all of the Services if it reasonably believes you are in breach of these Terms of Use or it reasonably believes the Client or User is in breach of any Insolvency Act or other regulatory requirement.
- 11.2 Without affecting any other right or remedy available to it, to the extent the User is accessing the Portal as authorized to access personal data of a Client, ARYZA may:
- 11.2.1 terminate these Terms of Use with immediate effect by giving written notice to the User if ARYZA's agreement with the Client is terminated for any reason, including change of control of the User; and/or
- 11.2.2 suspend the User 's access to any or all of the Services as permitted by ARYZA's agreement with the Client.
- 11.3 On termination of these Terms of Use for any reason:
- 11.3.1 all licences granted under these Terms of Use shall immediately terminate and the User shall immediately cease all use of the Services and/or the Documentation;
- 11.3.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- 11.3.3 subject to the provisions of Clause 4.7.5, ARYZA will provide to the relevant Client or User , as applicable, a copy of Client Data applicable to any case deemed no longer live on the Platform. Otherwise, ARYZA may destroy or otherwise dispose of any of the Client Data in its possession, unless ARYZA receives, no later than twenty eight (28) days after the effective date of the termination of these Terms of Use, a written request for the delivery to the User of the then most recent back-up of the

Client Data. ARYZA shall use reasonable commercial endeavours to deliver the back-up to the User within thirty (30) days of its receipt of such a written request, provided that the User has, at that time, paid any fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The User shall pay all reasonable expenses incurred by ARYZA in returning or disposing of Client Data;

11.3.4 any provisions of these Terms of Use expressly or impliedly stated to continue in effect shall do so, including clauses 3.6, 3.7, 3.10, 4, 7, 8, 9, 10, 11.3 and 13; and

11.3.5 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.

12 **FORCE MAJEURE**

ARYZA shall have no liability to the User under these Terms of Use if it is prevented from or delayed in performing its obligations under these Terms of Use, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of ARYZA or any other party); failure of a utility service or transport or telecommunications network; act of God; war, riot, civil commotion; malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident; breakdown of plant or machinery; fire; flood; storm; or default of suppliers or sub-contractors, provided that the User is notified of such an event and its expected duration.

13 **GENERAL**

13.1 **Conflict**

To the extent of any inconsistency between any of the provisions in these Terms of Use and the Documentation, the provisions in these Terms of Use shall prevail.

13.2 **Variation**

ARYZA reserves the right to vary these terms from time to time on written notice to User s.

13.3 **Waiver**

No failure or delay by a party to exercise any right or remedy provided under these Terms of Use 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.

13.4 **Rights And Remedies**

Except as expressly provided in these Terms of Use, the rights and remedies provided under these Terms of Use are in addition to, and not exclusive of, any rights or remedies as provided by law.

13.5 **Severance**

13.5.1 If any provision or part-provision of these Terms of Use are or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms of Use.

13.5.2 If any provision or part-provision of these Terms of Use are deemed deleted under Clause 13.5.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.6 Entire Agreement

13.6.1 These Terms of Use, including any document incorporated into it by reference, constitute 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.

13.6.2 Each party acknowledges that in entering into these Terms of Use 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 these Terms of Use.

13.6.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms of Use.

13.6.4 Nothing in this clause shall limit or exclude any liability for fraud.

13.7 Assignment

13.7.1 The User shall not, without the prior written consent of ARYZA, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms of Use.

13.7.2 ARYZA 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 these Terms of Use.

13.8 No Partnership or Agency

Nothing in these Terms of Use 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 the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

13.9 Third Party Rights

Without prejudice to the terms of any agreement ARYZA may have with a Client on whose behalf you are acting, these Terms of Use does not confer any rights on any person or party (other than the parties to these Terms of Use and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

13.10 Notices

Any notice required to be given under these Terms of Use shall be in writing and shall be sent by email to helpdesk@aryza.com or the User email address given when you first signed up to access the Platform. A notice sent by email shall be deemed to have been received at the time of transmission.

13.11 **Governing Law and Jurisdiction**

13.11.1 These Terms of Use and any dispute or claim arising out of or in connection with them 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.

13.11.2 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 these Terms of Use or their subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 – DATA PROCESSING AGREEMENT

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I. PROCESSING. PERSONAL DATA AND DATA SUBJECTS

1. 1 PROCESSING BY ARYZA and Sub-Processors Evolve and Aryza Mauritius

1. SCOPE

Hosting of personal data relating to insolvency cases and other debt solutions in order to facilitate insolvency practitioners', debt solution providers', creditor and creditor representatives' access to and management of cases

2. NATURE

Collection, storage, analysis, making available for sharing, secure deletion

3. PURPOSE OF PROCESSING

In order to provide the Services;

Evolve will sub-process Client Data, if it performs insolvency Services to Customer under the Evolve Service Terms; Aryza Mauritius provides Support Services for the Service Provision of ARYZA and Evolve

4. DURATION OF THE PROCESSING

Duration of the agreement and up to 6 years following in compliance with financial procedures, plus any reasonably short subsequent period during which data is being returned or destroyed

5. TYPES OF PERSONAL DATA

Names, contact details, bank account details, passport or other identification details, dates of birth, job title and place of work, marital status, income, expenditure and other financial details

6. SPECIAL CATEGORY DATA

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training),

keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Racial or ethnic origin as disclosed in client case details; religious or philosophical beliefs as disclosed in client case details; physical or mental health or condition where relevant to client insolvency circumstances; sexual orientation as disclosed in client case details; the commission or alleged commission of any offence; any proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings political opinions, trade union memberships, genetic data, biometric data for the purpose of uniquely identifying a natural person

7. CATEGORIES OF DATA SUBJECT

Clients of insolvency practitioners and debt solution providers, individuals representing corporate clients, dependants and co-habitants of such clients and individuals

8. Secure Data Transfer

Aryza shall ensure compliance with applicable data protection laws. Therefore, the following documents shall be included in the sub-processing Agreement by Aryza Mauritius Services Ltd. :

- Description of Transfer as described in sections 1-7 and 9 of this Schedule 1
- Technical and Organisational Measures as per section II of this Schedule 1
- The EU Commission Standard Contractual Clauses (Processor to Processor) as found under <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&qid=1697026238023>
- International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as published by the UK Information Commissioners Office as found under <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>

9. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

Information Commissioner's Office

Wycliffe House

Water Lane

Cheshire SK9 5AF

Tel: 0303 123 1113 or 01625 545 745

<https://ico.org.uk>

II. - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

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Statement

The goal of the Aryza Group's approach to Information Security and Data Protection is to ensure the Confidentiality, Integrity and Availability of our data and the data of our customers by putting in place Technical and Organisational Measures to support this.

Where an Information Security policy or control is referenced, it is available on the Aryza corporate e-Learning system which is rolled out to all staff, and where training schedules are established, and compliance is monitored across all departments.

Technical Measures

Physical Security

1. Offices are secured to prevent unauthorised access. The offices are alarmed.
2. Any visitors to the office must be signed in and escorted by an employee.
3. A Clean Desk Policy is in place for computer and printer workstations to improve the security and confidentiality of information. This ensures that all secret and confidential information, whether it be on paper, a storage device, or a hardware device, is properly locked away or disposed of when a workstation is not in use. This policy will reduce the risk of unauthorized access, loss of, and damage to information during and outside of normal business hours or when workstations are left unattended.

ISO 27001 A.11 Physical and Environmental Security	A.11.1 Secure areas	Offices are secured by alarms and visitors must be escorted.
	A.11.2.9 Clear Desk and Clear Screen Policy	Audits take place each month; if there are any fails refresher training will take place.

Disposal

All removable storage media are cleaned (which means it is not possible to read or re-constitute the information that was stored on the device or document) prior to disposal and destruction certificates are stored.

ISO 27001 A.11 Physical and environmental security	A.11.2 Equipment	A.11.2.4 Equipment maintenance	Infrastructure maintenance is only carried out by a member of the IT Department.
		A.11.2.7 Secure disposal or re- use of equipment	Work instructions in place that are followed by the IT Department when either disposing or reusing equipment.

Cyber Security

Firewalls are in place at the boundaries between internal networks and the internet. All offices are protected by SonicWall Firewalls. All users who are remote working must connect via VPN (Virtual Private Network).

The Firewall prevents malicious content reaching the networks such as viruses, intrusions, botnets, spyware, trojans, worms and other malicious attacks. Networks are segregated and wireless access points are secured in each office.

Firewalls are enabled on all computer devices via Webroot Anti-virus.

ISO 27001 A.13 Communications Security	A.13.1 Network security management	A.13.1.1 Network controls	Firewalls, VPN controls
		A.13.1.2 Security of network services	Firewall rule review, IPS
		A.13.1.3 Segregation in networks	Guest wireless networks are segregated from corporate networks

Passwords and Access Control

All computer devices are configured before they are assigned to an employee. This involves removing standard out of the box configuration such as user accounts and default passwords are changed.

Bloatware software is also removed. Group Policies are applied to all devices such as disable USB ports, device lockout and password policy.

ISO 27001 A.11 Physical and environmental security	A.11.2 Equipment	A.11.2.1 Equipment siting and protection	Screens that show sensitive information have privacy cover to prevent unauthorised viewing. Physical security controls: <ul style="list-style-type: none"> Alarms; fire and burglar Etc.
		A.11.2.4 Equipment maintenance	Infrastructure maintenance is only carried out by a member of the IT Department.
		A.11.2.7 Secure disposal or re- use of equipment	Work instructions in place that are followed by the IT Department when either disposing or reusing equipment.
		A.11.2.8 Unattended user equipment	Group Policy in place to force lock screen if a device has been left unattended.

Each employee is assigned their own individual domain user account. Administrative accounts are assigned in addition to the standard account so they can perform administrative activities only (no emailing, web browsing or other standard user activities that may expose administrative privileges to avoidable risks).

Access is only given to applications, computers and networks required for the employee to perform their role. If an employee needs special access privileges, this must be requested through the IT Service Desk with Management approval and removed when no longer required. All employees are

reminded to review their training when the account is granted special privileges. Once an employee has left the Group their accounts are disabled immediately.

The Network is monitored using an audit application called Netwrix. This ensures that all activity is logged, and any strange activity / behavior is alerted.

ISO 27001 A.9 Access Control	A.9.1 Business requirements of access control	A.9.1.1 Access control policy	Access Control Policy is published and read by all Employees.
		A.9.1.2 Access to networks and network services	VPN access is configured by the IT Department.
	A.9.2 User access management	A.9.2.1 User registration and de-registration	All Employees are provided with a unique ID, and this is disabled when they leave the Group.
		A.9.2.2 User access provisioning	Initial access for all Employees is standard. If they need additional special privileges these must be requested and approved by the Line Manager.
		A.9.2.3 Management of privileged access rights	Privileged accounts are in addition to an Employees standard account and are identified in the username. firstname.admin etc.
		A.9.2.4 Management of secret authentication information of users	Group Policy password enforcement is in place for all domain accounts.
		A.9.2.5 Review of user access rights	Any changes to rights must be approved by the Line Manager and IT Department.
		A.9.2.6 Removal or adjustment of access rights	Only the IT Department can make changes to access rights.
	A.9.3 User responsibilities	A.9.3.1 Use of secret authentication information	Password vaults are provided to all Employees.

Teleworking

Mobile working and remote system access offers great benefits but exposes new risks that need to be managed. All connections to the Group network must use VPN.

Employees are trained on the secure use of their mobile devices in the environments they are likely to be working in such as working from home or public spaces.

ISO 27001 A.6 Organization of information security	A.6.2 Mobile devices and teleworking	A.6.2.2 Teleworking	Controls are in place to ensure Employees can access networks safely and securely, using VPN and RDP connections.
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Organisational Measures

Information Security Policy

The information security policy provides an overarching governance for the security and management of information. Information will be classified according to an appropriate level of confidentiality, integrity, and availability.

Management and Employees, with responsibilities for information, handle information in accordance with its classification level; and must abide by any contractual requirements, policies, procedures, or systems for meeting those responsibilities.

Information should be both secure and available to those with a legitimate need for access in accordance with its classification level.

The Company is committed to adhering to all current legislation as well as a variety of regulatory and contractual requirements. The Company has set information security objectives.

The Company is committed to the continual improvement of the information security management system.

Information security policies and objectives will be regularly reviewed during Information Security Management Forum meetings and during internal / external audits.

ISO27001 A.5 Information security policies	Information Security Policy is published and available.
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Business Continuity

Both Business Continuity and Disaster Recovery Plans are in place to mitigate against risks to the Group's services.

This function includes managing disruptions of normal operations through contingency planning and testing of such plans which provide recovery in such a manner that security is preserved.

ISO27001 A.17 Information security aspects of business continuity management	BCP planning, implementation of the BCP and verify / review / evaluate continuity.
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Risk Management

Risk Management is led by the Group Risk Committee and specific Information Security Risks are led by the ISMF (Information Security Management Forum) whose responsibilities include:

- Significant information risks (threats, vulnerabilities, and impacts) and opportunities, including information security incidents affecting this or other organisations.
- Prioritisation of information risks relative to other business risks (risk register)
- Risk treatments including information security projects and initiatives.

Both committees meet quarterly to review risk changes, new risks or mitigated.

Clause 5 – Leadership	B.5.1 Leadership and commitment	The ISMF includes members of senior management and other areas specific to the ISMS.
Clause 6 – Planning	B.6.1 Actions to address risks	<ul style="list-style-type: none"> • Risk Assessment • Risk Treatment Plan
Clause 8 – Operation	B.8.2 Risk Assessment	Repeated and reviewed at ISMF
	B.8.3 Risk Treatment Plan	Each risk is: <ol style="list-style-type: none"> 1. Avoid 2. Reduce 3. Share 4. Accept

Monitoring

System monitoring provides a capability to detect actual or attempted attacks on systems and business services. In addition, monitoring ensures that systems are being used appropriately in accordance with policies.

Monitoring is a key capability needed to comply with legal and / or regulatory requirements.

ISO 27001 A.12 Operations security	A.12.4 Logging and monitoring	A.12.4.1 Event logging	All events are logged.
		A.12.4.2 Protection of log information	Only the IT department can access the logs, and these cannot be edited.
		A.12.4.3 Administrator and operator logs	All events are logged.
		A.12.4.4 Clock synchronisation	All mobile devices are synced with Domain Controller and the DC is synced with time.windows.com

Awareness & Training

As part of the Security Awareness and Training program all employees take part in training such as GDPR, Information Security and IT. There are initial courses and then refreshers.

All Managers have a view of what courses their departments have completed or are outstanding.

ISO 27001 A.7 Human resource security	A.7.2 During employment	A.7.2.2 Information security awareness, education, and training	Security and awareness training is provided to all Employees via the Group eLearning Platform.
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Reviews & Audits

Reviews of the Company's Information Security Management System take place during each quarterly Information Security Management Forum. These are presented as Key Performance Indicators to ensure the ISMS is continuously improving.

Other audits included Internal Audit before External Audits for ISO27001 Standard Certification.

Due Diligence

Processes and methods are in place by which suppliers (the term also includes contractors and subcontractors) are evaluated, selected, and controlled. The scope includes the outsourcing requirements. Assets are reviewed to ensure access by suppliers is as agreed.

ISO 27001 A.15 Supplier Relationships	Supplier Agreements Review of performance
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