

# Cyber Tzar Platform Service Terms

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## 1 General

1.1 cybertzar.com is operated by Cyber Tzar Limited (**Cyber Tzar, we, us, our**). We are registered in England and Wales under company number 13189024 and have our registered office at Cwm Moch, Newcastle, Craven Arms, Shropshire SY7 8QX, United Kingdom.

1.2 This document (together with the documents referred to in it) tells you the terms of service (**Service Terms**) which apply to use of our platform cybertzar.com (**Platform**) and to the creation of an account (**Account**) to access our services that we make available (**Service(s)**). Depending on the services you subscribe for, our Services include non-intrusive cyber risk and vulnerability assessments, cyber risk benchmarking, and supply chain assessments (**Non-Intrusive Tests**), intrusive penetration tests (**Intrusive Tests**) and the production of actionable insights, reports and certificates from the results of tests (**Reports**).

1.3 You may create an Account on behalf of your employer or other entity which has authorised you to access the Services on their behalf (**Company**). In creating an Account, you agree that you have read and accept these Service Terms. You warrant that you are authorised to act on behalf of the Company and that you have due authority to accept these Service Terms on behalf of the Company. The Company may invite you to access our Services as a registered user (**User**).

1.4 These Service Terms apply to all access to and use of our Services by the Company and to you as a User and, unless stated otherwise, any new features, offers or services that we offer will be subject to these Service Terms.

## 2 Use rights and access rights

2.1 During the term of the applicable Service and on the terms of and as permitted by these Service Terms, you have a right to use and to permit Users to use our Services and the Reports (including to print off, copy or download Reports) on a non-exclusive, non-transferable basis solely for your internal business purposes. You may not print off, copy or download any other materials from the Services unless it is your own content or you have a valid permission to do so, for example, where a Contributor provides content for your use.

2.2 You may not use our Services or Reports: (i) In any way prohibited by law, regulation or government order; (ii) for the purpose of harming or attempting to harm others, in particular minors, in any way; (iii) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material (spam); (iv) to knowingly transmit viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or (v) for the purpose of creating or enhancing your own or a third party's data-sets, insights, models or software.

2.3 In accessing and using our Services, you may act in different capacities:

Capacity	Description of role
Customer	A Company which purchases our Services by entering into an order form (whether online or in hard copy) with us which describes the Services to be provided, the term of provision of the Services and the charges for the Services.

Contributor	A Company which is invited by a Customer to participate in Intrusive Testing ( <b>Testing Request</b> ) to facilitate the collection of information and data on supply chain cyber security risks.
Admin	The first User to create an Account for a Company. An Admin may assign or add other members of the Account as Admins. You acknowledge that the Account can become managed by a representative of the Company that owns or controls the email address domain with which your Account was created or registered. The Admin(s) of an Account are, severally and jointly, the authorised representatives of the Company, and any decision or action made by any Admin is deemed as a decision or action of the Company. All Admins must be verified by the Company as authorised to provide instructions to us. The Admins possess important privileges and controls over the use of the Services and the Account including, without limitation, the right to: (i) control your (and other Users) use of the Account; (ii) purchase or upgrade the Services; (ii) create, monitor or modify Users' actions and permissions; (iii) authorise the carrying out of Intrusive Testing on Company's assets; and (iv) integrate or disable integration with Third Party Services (as defined below).
User	The creation of a log-in to access an Account. The Reports and functionalities available to you are determined by the Admin and the Services subscribed for by the Company.

2.4 Our Services may include certain communications to all Users from us, such as service announcements, administrative messages and marketing information including information we think may be of interest, including new features.

2.5 In order to access our Platform and use the Services, you must arrange for access via a supported web browser (the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari) or via the API we make available from time to time. The API may only be used by applications controlled by the Company and you must provide all equipment and software necessary to make such connections. You should use your own virus protection software. You agree not to access the Services by any means other than through the interfaces that are provided by us for access. We do not guarantee that our Platform and Services will be free from bugs or viruses.

2.6 From time to time we will update and change the Platform and Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Although we try to ensure our Platform and Services are available 24/7, there will be periods of unavailability to allow us to maintain the Platform and to deal with security incidents or matters outside of our control. We will give reasonable notice of any planned periods of downtime and will carry out planned maintenance work that may affect availability of the Platform and Services outside of working hours. We reserve the right to suspend, withdraw or restrict the availability of all or any part of our Platform or Services without notice at any time for any reason to deal with unexpected situations.

### 3 **Our Services**

3.1 The Services the Company subscribes for are described in your order form. Different service components and features and prices apply to different Services. We will provide our Services with reasonable care and skill and comply with all applicable laws, statutes and regulations from time to time in force. We warrant that our Platform will incorporate security features reflecting the

requirements of good industry practice and that use of it in accordance with these Service Terms will not infringe the intellectual property rights of any third party. We make available a helpdesk to assist you in the event you encounter issues in using our Platform.

3.2 **Non-Intrusive Tests** assess the cyber risks and vulnerability of an organisation using OSINT (Open Source Intelligence) without the need to carry out Intrusive Tests.

3.3 **Intrusive Tests** involve us attempting to penetrate a network or computer system and bypass system security, for the purpose of identifying potential vulnerabilities. It may also entail an attempt to exploit encountered vulnerabilities depending on the type of Intrusive Tests requested. We will only carry out Intrusive Tests as authorised by the Admin of the Company on identified ICT systems, networks, technology, infrastructure, applications or software (**Assets**) for the purpose of having its security assessed by us.

3.4 The Company authorises us to test the security of the Assets described as in scope of the Intrusive Tests and to produce Reports of identified vulnerabilities. The Company assumes full responsibility for interruptions to the operation of Asset(s) pursuant to Intrusive Tests and confirms its understanding of the nature of Intrusive Tests and accepts the inherent risks of carrying out Intrusive Tests.

3.5 By authorising Intrusive Tests:

- (a) The Company grants us the right, licence, permission and authorisation to test the security strength of the Asset in scope, by means of the Intrusive Tests methodology requested;
- (b) The Company grants us the right, licence, permission and authorisation to perform all such activities reasonably necessary for performance of the Services and compilation of the Reports; and
- (c) The Company confirms that it considers all activities in connection with the ordered Intrusive Tests and performed by us pursuant to those tests to constitute authorised conduct under any applicable law, including in particular, the Computer Misuse Act 1990 and the Company agrees that it will not file a criminal complaint or initiate legal proceedings against us or our personnel in respect of hacking, circumventing technological measures to protect the Asset(s) in scope, or any apparent accidental and good faith out of scope activities.

3.6 If an acceptable usage policy, licence terms or any other terms and conditions applicable to the Asset stipulate requirements or restrictions that are incompatible with the Intrusive Tests, these Service Terms and in particular the permissions and licences granted in these Service Terms will prevail over those terms and, notwithstanding any term to the contrary, our activities will be deemed permitted.

3.7 Before bringing an Asset within the scope of Intrusive Tests: (i) the Company must verify if it needs to obtain any permissions or authorisations from third parties, for example when the Asset or any part of it is (fully or partially) owned, hosted or licensed by or to a third party or the Intrusive Tests otherwise impacts a third-party environment, software or hardware; and (ii) the Company must obtain any such permissions.

3.8 The Company warrants, represents and ensures that it has all relevant authority, rights and permissions to include the Assets in Intrusive Tests, in accordance with these Service Terms and to provide to Cyber Tzar all rights, licences, permissions and authorisations in accordance with clauses 3.4 to 3.7.

3.9 The Company is responsible for implementing measures to address potential adverse consequences of Intrusive Tests, including but not limited to procedures which enable the Company to reconstruct lost or altered files, data, software or programs, for example by taking daily back-ups and/or using non-production Assets as part of the Intrusive Tests.

3.10 If, in connection with Intrusive Tests, legal action is initiated by a third party against Cyber Tzar or our personnel and we have complied with the terms of the order and these Service Terms, the Company will inform such third party that our actions were performed in the context of Intrusive Tests and with the Company's permission.

3.11 The Company will protect, indemnify, defend and hold Cyber Tzar, its employees, contractors, directors, officers and agents harmless from and against any and all damages, liabilities, costs, losses and expenses (including reasonable legal fees) resulting from any third-party complaints, claims, actions or proceedings or from regulatory or criminal action or prosecutions in connection with any Intrusive Tests carried out by Cyber Tzar in accordance with this clause 3 or the Company's alleged or demonstrated failure to comply with its responsibilities under this clause 3. The limitations of liability set out in clause 11.3 do not apply to this clause 3.11.

#### **4 Account registration and creation of User profiles**

4.1 To register an Account or create your User profile you must be 18 years of age and provide us with the information requested on the account registration pages of our Platform. The information requested will include personal data: see our Privacy Notice for details of how we use and look after your personal data.

4.2 You agree to provide true, accurate, current and complete information as prompted by the Service's registration forms, which you must maintain and promptly update as applicable. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that this is the case, we have the right to refuse to register, suspend or terminate your Account or User profile (as appropriate) and refuse any and all current or future use of our Services.

4.3 The Company is fully responsible for all activities that occur under its Account and is responsible for understanding the settings, privileges and controls for the Services and for controlling whom the Company permits to have access to its Account and the settings and privileges for such User, including without limitation, the right for a User to invite other Users and the right to incur charges on the Account. The Company is responsible for the activities of all of its Users and for ensuring that Users keep passwords and other access credentials confidential. You agree to immediately notify us by emailing [legal@cybertzar.com](mailto:legal@cybertzar.com) of any unauthorised access to your Account, of breach of your User credentials or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with this clause 4.3.

#### **5 Charges and payment**

5.1 There is no charge for creating an Account or User profile or for supplying information to a Customer in response to a Testing Request. The price, term and payment frequency for our Services are described on your order form for the Services. Any professional services provided in relation to your Account or our Services will be detailed and billed in accordance with your order form for those services.

5.2 All fees are quoted exclusive of VAT or other applicable sales tax and are payable in advance unless specified otherwise on your order form. We will issue a VAT invoice for each payment due.

5.3 Fees for our recurring Services are charged for each term on a recurring basis until you cancel your subscription to a particular Service in accordance with clause 6.

5.4 We may raise the fees for our recurring Services at the end of the initial term on providing you with notice at least forty-five (45) days in advance of your renewal. If you do not agree to a fee increase, you may cancel your recurring Services in accordance with clause 6.1.

5.5 All fees are due within 30 days of the date of our invoice. In the event you do not pay any amount properly due to us, we may: (a) stop the Company (and all Users associated with the Company's Account) accessing our Platform; and (b) charge interest on the overdue amount at the rate of 5% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month).

## **6 Term and termination**

6.1 If you have purchased Services on a recurring basis, at the end of any initial term stated in your order form, your subscription to the recurring Services will continue for further rolling 12 month periods. You and we may cancel your subscription to a recurring Service at the end of the initial term and any subsequent 12 month term for that recurring Service by giving not less than thirty (30) days' notice to expire at the end of the applicable term. Notice should be given to us at [legal@cybertzar.com](mailto:legal@cybertzar.com) and by us to your Admin. Cancellation will be effective on the last day of the current term and we will no longer provide the relevant Services.

6.2 After cancellation or termination of a subscription to a recurring Service, provided that you still have your Account, we will retain your Reports in your Account.

6.3 If you do not have any active subscriptions to a Service, you may close your Account at any time by contacting [legal@cybertzar.com](mailto:legal@cybertzar.com).

6.4 Before closure of your Account, you should export all Reports you wish to retain, thereafter all access to your Account will be removed and all Reports will be deleted.

6.5 We may, on reasonable notice, in our sole discretion and at any time, obsolete or discontinue providing the Services, or any part of them. For Services to which you have a recurring subscription, reasonable notice will be no less than 60 days and for any other Service reasonable notice will be 7 days.

6.6 Either party may terminate your Account and receipt of the Services for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors.

6.7 If we discontinue providing the Services, we will promptly refund any prepaid but unused fees covering use of the Services after termination. If we terminate for cause, you will promptly pay all unpaid fees due through to the end of the term. Fees are otherwise non-refundable.

6.8 Except to the extent expressly provided otherwise in these Service Terms, the termination of a Service and/or closure of your Account shall not affect the accrued rights of either party.

## **7 Cyber Tzar Data, Reports and Personal Data**

7.1. The following terms have the following meanings:

**Cyber Tzar Data** means our proprietary data and information derived from OSINT (Open Source Intelligence) and the results of Intrusive Tests, a combination of which contributes to the Services and the Reports.

**Reports** means reports produced by the Services for the Customer on cyber risk and vulnerability, actionable insights, supply chain risks, industry benchmarking and which are derived from Non-Intrusive Tests and Intrusive Tests depending on the Services ordered. The Reports will not contain any personal data and are licensed to the Customer in accordance with clause 2.1.

7.2 Subject to the rights of our third party licensors, we own all rights, title and interest in and to all Cyber Tzar Data.

7.3 We own all rights, title and interest in and to the Reports. The Company has a right to use the Reports on a non-transferable basis:

- (a) during the term of any applicable recurring Service solely for your internal business purposes, which includes the right to publish Reports (including limited or redacted versions of Reports) in connection with those business purposes provided that no published information identifies any Contributor, or any other entity, business or organisation; and
- (b) after termination of any applicable Service, solely to the extent published or integral to internal operations or reporting, until such Reports are out dated or superseded. You may not transfer Reports to any other cyber security assessment provider.

7.4 The Company grants Cyber Tzar the right on a worldwide, non-exclusive, royalty-free basis:

- (a) during the term of any applicable Service, to use, copy, reproduce, store, distribute, adapt, edit and translate any data about an Asset and/or derived from Intrusive Tests for the purpose of providing the Services to the Company and of producing Reports relevant to the Company and/or a Customer if so permissioned;
- (b) to copy, reproduce, store, adapt, edit and translate data derived from Intrusive Tests for the purposes of undertaking research into cyber resilience and to produce, share and publish aggregated, non-personally identifiable and anonymous data for its own purposes;
- (c) to track and analyse its and any of its Users' use of the Services and interaction with other applications and use such data for the purposes of application security, for assessing performance of and optimising and improving the Services and for providing support Services to the Company; and
- (d) to invite Contributors and third parties identified by the Customer to subscribe to our Platform in their own right by creating an Account or User profile on the Platform and to purchase their own services.

7.5 To the extent we process personal data:

- (a) to manage the Company's Account and your relationship with us, the Company acts as a controller and we act as an independent controller;
- (b) provided by a Contributor which has its own account on the Platform and which wishes to share data with the Company, we act as a controller; and
- (c) otherwise in carrying out the Services, the Company is the controller of the personal data and we are a processor;

Our Privacy Notice applies to all processing of personal data that we undertake as controller and the provisions of the Data Processing Addendum apply to all processing that we undertake as a processor. You and we will comply with all applicable requirements of data protection law.

## **8 Third Party Services**

8.1 The Services may provide certain capabilities for the Company to interface the Services with applications or software-based services provided by selected third parties (**Third Party Services**). If the Company chooses to implement the integration of Third Party Services with the Services:

- (a) the Company is responsible for ensuring that it has all rights and permissions in place to integrate such Third Party Services with the Services and to transfer data to and from such Third Party Services;
- (b) the Company authorises and instructs us to receive data from and transfer data to the implemented Third Party Services; and
- (c) the Company is responsible for the transfer of data to and from Third Party Services, including with respect to any unauthorised or unlawful processing of such data and against accidental loss or destruction of, or damage to such data and we shall have no liability or obligation whatsoever in relation to loss or damage that may be caused by integration with any Third Party Services.

8.2 We cannot ensure nor guarantee continued interoperability or availability of Third Party Services. We do not endorse or approve any Third Party Services except to the extent that we make available a plug-in to utilise such application. We make no warranty or representation in respect of the functionality or availability of any Third Party Service accessible via the Services.

## **9 Intellectual property rights**

9.1 As between the parties, we retain all right, title and interest, including without limitation all patent, copyright, trademark, trade secret, database rights and other intellectual property and proprietary rights, in and to (i) the Services (including in any algorithms and software, in object code and source code form), (ii) the Cyber Tzar Data and the Reports, and (iii) any and all improvements, modifications, translations and derivative works of any of the foregoing (collectively, **Cyber Tzar Property**).

9.2 You do not acquire any right, title or interest in or to Cyber Tzar Property except as expressly set out in these Service Terms.

9.3 You undertake that you will not:

- (a) other than as permitted by these Service Terms, permit any third party to access and/or use the Services or Cyber Tzar Property;
- (b) rent, lease, loan, or sell access to the Services or Cyber Tzar Property to any third party;
- (c) interfere with, disrupt, alter, translate, or modify the Services or any part thereof, or create an undue burden on the Services or the networks or services connected to the Services;
- (d) copy, reverse-engineer the Services, or access the Services to build a competitive product or service or integrate the Services with any services, information or software not being Third Party Services;
- (e) introduce software or automated agents or scripts to the Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Services. Company will limit access to the Services to Users and will administer account information and passwords accordingly.

9.4 We reserve the right to terminate the Company's access to the Services or the log-on credentials of any User in the event we believe the Services are being used in breach of the provisions of clauses 2.1 and 2.2 or this clause 9.

## **10 Confidentiality and Publicity**

10.1 **Confidential Information** means the results of Intrusive Testing, Reports which identify the Company, a Contributor or any other entity, business or organisation, Cyber Tzar Data and any information of a confidential nature relating to the business or affairs of Cyber Tzar, a Contributor or the Company. Confidential Information does not include information which: (i) at the time of disclosure is, or subsequently becomes, publicly available (other than in breach of these Service Terms); (ii) has been lawfully received by the recipient from a third party without restriction on disclosure; (iii) was known by the recipient, under no obligation of confidence, prior to its receipt; or (iv) the recipient can show, by reasonable evidence, was acquired through its own independent effort or research.

10.2 Except to the extent permitted in accordance with clauses 7.3 (a) and (b) and 7.4 (a) and (b), a party (receiving party) shall keep in strict confidence all Confidential Information which has been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors. The receiving party shall only disclose confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under these Service Terms, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to these Service Terms. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination.

10.3 The Company gives Cyber Tzar permission to state that the Company is a customer of Cyber Tzar and to use its logo or trademarks in our marketing material. The Company gives us permission to publish a case study with regard to Company's use of the Services, provided such case study is first approved by the Company.

### **Limitations of our responsibilities**

11.1 Our Platform is provided on an "as is" and "as available" basis to business Users and companies. We do not warrant that the Services will meet your specific requirements or expectations; or that the Services will be uninterrupted or error-free. The Company expressly acknowledges that the Services are supplied for information only and that the Company is responsible for all decisions and actions taken following receipt of the Services and Reports and that Cyber Tzar is not liable for the consequences of any decision or action taken by the Company following receipt of the Services and Reports. Except to the extent set out in these Service Terms, all warranties, representations, conditions and other terms of any kind implied by statute or common law are, to the fullest extent permitted by applicable law, excluded.

11.2 Nothing in these Service Terms shall limit or exclude liability for (a) death or personal injury caused by negligence, or the negligence of a party's employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other matter in respect of which it would be unlawful to exclude or restrict liability.

11.3 Subject to clauses 11.1 and 11.2:



- (a) neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (i) loss of profits; (ii) loss of anticipated savings; (iii) loss of use or corruption of software, data or information; (iv) cyber attack, compromise, loss or unavailability of Assets or of systems, networks or software; or (v) any indirect or consequential loss arising under or in connection with the provision of the Services; and
- (b) each party's aggregate liability for all other losses arising under or in connection with the provision of the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the fees or charges payable by the Company for the Services in respect of which the claim arose or, where no fees or charges have been payable by the Company, to £100. Where the Services are provided on a recurring basis, the cap on liability shall be 100% of the annual fees and charges payable by the Company for the Services in respect of which the claim arose.

## **12 General**

12.1 No breach of any provision of these Service Terms will be waived except with the express written consent of the party not in breach. No waiver of any breach of any provision of these Service Terms shall be construed as a further or continuing waiver of any other breach of that provision or of any other provision of these Service Terms.

12.2 We may transfer our rights and obligations under these Service Terms to another organisation. We will tell you if this happens and we will ensure that the transfer will not affect your rights under these Service Terms. You may only transfer your rights or your obligations under these Service Terms to another person if we agree in writing.

12.3 Each of the clauses of these Service Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

12.4 These Service Terms, any contract incorporating these Service Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

12.5 Any disputes relating to these Service Terms and any contract incorporating these Service Terms shall be subject to the exclusive jurisdiction of the courts of England.

## **13 Changes to the Service Terms**

We reserve the right to update and change these Service Terms from time to time by posting the revisions on our Platform. If you have an Account, to continue using our Services after any material changes to our Service Terms, you will need to accept the revised changes when you next log in.

## **14 Contact us**

If you have any questions, comments or concerns regarding these Service Terms please contact us at [legal@cybertzar.com](mailto:legal@cybertzar.com).

## Data Processing Addendum

This Addendum sets out the scope, nature and purpose of processing of personal data by us as processor on behalf of a Company as controller in the provision of the Services.

<b>Data Processing Details:</b>	
Subject matter and nature of the processing	The subject matter and nature of the processing is: <ul style="list-style-type: none"><li>(i) carrying out Intrusive Tests on Assets; and</li><li>(ii) contacting Contributors on behalf of a Customer by sending invitations to join the Platform and complete Test Requests to representatives of Contributors.</li></ul>
Purpose of processing	The purpose of the processing is to provide the Services to the Company.
Duration of the processing	For so long as we provide Services to the Company.
Data subjects	The personal data to be processed concern the following data subjects: <ul style="list-style-type: none"><li>(i) any data subjects that might be revealed to us in carrying out Intrusive Tests;</li><li>(ii) Employees, contractors, agents or other authorised personnel of the Company's Contributors who are to receive a Test Request.</li></ul>
Categories of data	The personal data to be processed concern the following categories of data: <ul style="list-style-type: none"><li>(i) any personal data that might be revealed to us in carrying out Intrusive Tests;</li><li>(ii) Name, Email Address, Employer, Job title/role, any personal data provided by a data subject in responding to a Test Request other than via an Account.</li></ul>

### Data Processing Terms:

- For the purposes of this Addendum, the following terms have the following meanings:  
Data subject, personal data, controller, processor, process, processing or processes each have the meaning given to them in Data Protection Law;  
**Data Protection Law:** any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the UK GDPR; and  
Other capitalised terms are defined in the main body of the Cyber Tzar Platform Service Terms.
- The Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of personal data to us and/or lawful collection of personal data by us on behalf of the Company in order to carry out the Services.
- Company Personal Data**

We shall, in relation to any of your personal data processed in connection with the performance of our obligations:

- 3.1. Process your personal data only on your written instructions; the terms of our supply of the Services and your use of the functionality of our Platform constituting written instructions, unless we are required by applicable laws to otherwise process that personal data. Where we are relying on laws of the UK, or of a part of the UK or EU law as the basis for processing personal data, we shall promptly notify you of this before performing the processing required by the applicable laws unless those applicable laws prohibit us from so notifying you;
- 3.2. Ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of our 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 us);
- 3.3. Ensure that all personnel who have access to and/or process your personal data are obliged to keep the personal data confidential;
- 3.4. Assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with obligations under Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 3.5. Notify you without undue delay on becoming aware of a personal data breach;
- 3.6. At your written direction, delete or return personal data and copies thereof to you on termination of the Services unless required by any applicable laws to retain the personal data; and
- 3.7. Maintain complete and accurate records and information to demonstrate compliance with this Addendum.

#### 4. **Sub-Processors**

You consent to us appointing sub-processors as third-party processors of personal data. Contact us at [legal@cybertzar.com](mailto:legal@cybertzar.com) for details of our sub-processors. You generally consent to us engaging third party processors to process personal data provided that: (i) we provide at least 30 days' prior notice of the addition of any third party processor, (ii) we enter into a written agreement with such processor incorporating terms which are substantially similar to those set out in this Addendum including ensuring the sub-processor guarantees to implement appropriate technical and organisational security measures in relation to the personal data in such a way that the processing is compliant with Data Protection Law; and (iii) as between you and us, we remain liable for any breach that is caused by an act, error or omission of our sub-processor. If you have a reasonable basis to object to the use of a new or additional sub-processor because you are able to show that significant risks for the protection of your personal data exist with such new or additional sub-processor:

- 4.1. you will notify us in writing within thirty (30) days of the date of the sub-processor notice, detailing the basis for your objection; and

- 4.2. we will work with you in good faith to make available a commercially reasonable change to avoid processing of your personal data by the objected-to new or additional sub-processor.

Where a change cannot be made within 30 days from our receipt of your objection notice, you may, as your sole remedy, by written notice to us with immediate effect terminate that aspect of the Services that requires the use of such new or additional sub-processor.

5. Some of the sub-processors engaged by us may be located outside of or undertake processing outside of the UK or the European Economic Area, including in the US. Details of such international transfers and the safeguards that we have put in place in accordance with Data Protection Law are available by contacting [legal@cybertzar.com](mailto:legal@cybertzar.com).
6. We shall make available to you all information necessary to demonstrate compliance with our obligations under this Addendum and will allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you. You will be responsible for all costs of the carrying out of any such audit.