

InfoSum

Platform Terms of Service

These Terms of Service, together with any and all other documents referred to herein, set out the terms under which You may use the InfoSum Platform (“**Platform**” – as defined below) to analyse data.

The general website terms and conditions (<https://www.infosum.com/website-terms>), privacy policy (<https://www.infosum.com/privacy-policy>) and cookie policy (<https://www.infosum.com/cookie-policy>) of InfoSum.com also apply to Your use of Platform.

1. Definitions and Interpretation

1.1 In these Terms of Service, unless the context otherwise requires, the following expressions have the following meanings:

“**Account Data**” means any data held by Us about Your InfoSum account, including Your contact details and those for Your point of contact and usage data. Account Data does not include Uploaded Data.

“**Addressable Rows**” means (a) where the two normalised data sets only contain Identifying Data, the number of rows in each data set containing Identifying Data or (b) where the two normalised data sets contain Identifying Data and Non-Identifying Data, the number of rows in each data set containing Identifying Data and Non-Identifying Data.

“**Applicable Data Laws**” means, as binding on either party or the Platform: (a) Data Protection Act 2018 or the GDPR; (b) any laws which implement any such laws; and (c) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679;

“**Content**” means any and all text, images, audio, video, scripts, code, software, databases, branding and any other form of information capable of being stored on a computer that appears on, or forms part of Platform.

“**Customer**” (and “**You/Your/yours**”) means the User of the Platform under these Terms, as specified in the sign-up form on Our website.

“**Data Controller**”, “**Data Processor**”, “**Personal Data**”, “**Personal Data Breach**”, “**sensitive personal data**”, “**processing**” and “**data subject**” shall have the meanings given to them in Applicable Data Laws.

“**Data Protection Addendum**” means the Data Protection Addendum (as Updated from time to time), which is the latest version provided by InfoSum or available at <https://www.infosum.com/legals/data-protection-addendum> (and includes a DPA);

“**Identifying Data**” means data uploaded to Platform that identifies a person without reference to any other data.

“**Non-Identifying Data**” means any data uploaded to Platform that is not Personal Data.

“**Platform**” means the web application and API that permits users to run statistical analysis over multiple data sets and which is made available by Us via <http://platform.infosum.com> and <http://api.infosum.com> or such other web addresses We may specify.

“**Sub-processor**” means any agent, subcontractor or other third party (excluding its employees) engaged by Us for carrying out any processing activities on Your behalf in respect of any Personal Data.

“Uploaded Data” means any data, including Personal Data and Non-Identifying Data, that is uploaded into the Platform by You or on Your behalf to be analysed.

“User” means the Customer and any other legal entity with which it collaborates to use the Platform and which has also entered into terms similar to these Terms with Us (or either of them).

“We/Us/Our” means InfoSum Limited, a company registered in England under 09825513, whose registered office address is Clifton House, Bunnian Place, Basingstoke RG21 7JE, England.

“Withholding Taxes” means tax that is deducted at source and which therefore becomes deductible from the Project fees charged by Us. The Project fees due do not include Withholding Taxes, this means that You will have to settle the taxes due independently.

2. Service Description and Payment

- 2.1 Platform is a service that permits multiple Users to run analysis over data held in two or more data servers (“Bunkers”).
- 2.2 In order to use Platform, a User must rent a Bunker from Us at the rate and for the term specified in this agreement. Queries may be run on data held in Bunkers subject to a monthly fair use limit. Where such fair use limit is exceeded, You may purchase credits to run additional queries.
- 2.3 Unless otherwise agreed in writing Bunker rental fees for Platform (and additional queries) shall be invoiced to You monthly. All fees shall be payable upon invoicing.
- 2.4 All fees are calculated net of VAT or other sales taxes and Your final invoice will show the total amount payable (including taxes) based on Your country of residence and tax status. Project fees do not include Withholding Taxes and You must pay all fees net of Withholding Taxes.
- 2.5 You shall be liable for the payment of any import and/or export duties or taxes arising from any of these Terms of Service:
- 2.6 If You require a purchase order or purchase order number, You:
 - a) must provide the purchase order number at the time of purchase; and
 - b) agree that any terms and conditions on Your purchase order will not apply to these terms and conditions and are null and void.

3. Service Provision

- 3.1 We will take what We consider to be reasonable skill and care in the provision of Platform and will make what We consider to be reasonable efforts to ensure that Platform remains available at all times. We cannot, however, be held responsible for any delays or temporary unavailability if an event outside of Our control occurs
- 3.2 In certain circumstances, for example where We encounter a technical problem, We may need to suspend or otherwise interrupt Platform to resolve the issue. Unless the issue is an emergency that requires immediate action We will inform You in advance by email before suspending or interrupting Platform.
- 3.3 We have a programme of product development and continuing improvement, which means that We may make updates and changes to Platform from time to time. If We change Platform in a way that materially reduces Your functionality, We will notify You at the email address associated with Your account.

4. Data Security

- 4.1 We will ensure that the solution design of Platform shall be secured from other clients, services, and users other than Your users and shall include:
- a) Password-protected database access; and
 - b) Other measures appropriate for general business purposes but excluding any industry-specific measures outside those agreed in this Terms of Service.

5. Data Processing

- 5.1 We will only process, or allow Our Sub-processors to process, Uploaded Data:
- a) to provide Platform and to fulfil Our obligations under these Terms;
 - b) in accordance with Your documented instructions, as set out in these Terms and agreed in writing from time to time; and
 - c) in accordance with Applicable Data Laws binding on and applicable to Us as a data processor, and shall implement 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 and shall take what We consider to be reasonable steps to ensure that Our personnel having access to Personal Data are reliable and contractually obliged to keep it confidential.
- 5.2 You authorise Us and Our Sub-processors to transfer, store and process Uploaded Data in locations other than Your own country, provided that:
- a) All data processing activities by Us and Our Sub-processors in relation to Uploaded Data will take place within the EEA or, if the United Kingdom ceases to be a member of the EEA, the United Kingdom.
 - b) Your Account Data may be processed outside of the EEA, and where this is the case We will ensure that standard EU model clauses are in place or an alternative transfer mechanism is used, including any relevant mechanism for transfer of data between the United Kingdom and the EEA after the United Kingdom ceases to be a member of the EEA.
- 5.3 Uploaded Data will be handled by Us strictly in accordance with Our Security Policy (<https://www.infosum.com/legals/security-policy>).
- 5.4 To the extent that any Uploaded Data is Protected Data, the provisions of the Data Protection Addendum shall apply.

6. Your Obligations

- 6.1 You are responsible for maintaining the confidentiality of Your login details including Your password. You acknowledge that any person with Your login details may have access to the Uploaded Data or data generated by the Platform and You are fully responsible for any use or misuse by any person using Your login details.
- 6.2 You will comply with all laws and regulations applicable to Your use of the Platform, including Applicable Data Laws, in all relevant jurisdictions.
- 6.3 You shall not be permitted to use the Platform for any bureau or outsourced services, only Your own internal business purposes.

- 6.4 You are solely responsible for ensuring that You are entitled to upload Personal Data and that such Personal Data has a valid legal basis for use within the Platform, and agree that You have obtained all necessary consents to use Personal Data and/or provided all required notices to data subjects under Applicable Data Laws, as relevant to the processing and use of such Personal Data in the Platform and as contemplated by these Terms.
- 6.5 You shall not provide excessive Uploaded Data other than that which is strictly necessary to use the Platform for the purposes contemplated by these Terms. You shall not upload any sensitive personal data, special categories of Personal Data, personal data relating to criminal convictions and offences or any patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended) of the United States of America, or similar national, federal or state laws, rules or regulations without Our prior written consent.
- 6.6 Except where another User has explicitly agreed to You using their data for “tagging”, You shall not attempt to single-out any individual in another User’s data set, or attempt to associate any data from another User’s data set with any individual in your own data set or in any other data you hold or have access to.
- 6.7 You shall not in any way interfere with, cause damage to or tamper with any of the equipment that We provide or attempt to alter or modify the Platform or integrate the Platform with any other systems, software or tools, except with our prior written consent and in accordance with our instructions and approved specifications. We are in no way responsible for the performance or non-performance of any equipment or of the Platform where you have acted in breach of this clause.

7. Limitation of Liability

- 7.1 Nothing in this agreement shall limit or exclude a party’s liability in respect of death or personal injury caused through negligence or any other liability that by law cannot be excluded or limited.
- 7.2 Subject to clause 7.1, We shall not have any liability to You arising out of or in connection with these Terms or Your use of Platform for any indirect, special or consequential loss, or for loss of profit (whether direct or indirect).
- 7.3 Subject to clauses 7.1 and 7.2, Our maximum total liability shall not exceed, in respect of any one event or series of connected events, the greater of £10,000 or the fees paid by You to Us during the 12 months prior to the event giving rise to liability, subject to an overall aggregate limit of £50,000.

8. Intellectual Property

- 8.1 We grant You a limited, non-exclusive, revocable, worldwide, non-transferable, non-sub-licensable, licence to use the Platform for research or other internal business purposes, subject to these Terms.
- 8.2 Subject to the licence and permission granted to Us under sub-clauses 8.4 and 8.5, You retain the ownership of copyright and other intellectual property rights (including database rights) in Uploaded Data (subject to any third party rights in that Uploaded Data and the terms of any licence under which You use such Uploaded Data).
- 8.3 All other Content (including all user-facing material, and all underlying material such as code, software, and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

- 8.4 You (or Your licensors, as appropriate) retain ownership of Uploaded Data and all intellectual property rights (including database rights) subsisting therein. By uploading the Uploaded Data, You grant Us an unconditional, non-exclusive, fully transferable and sub-licensable, royalty-free, perpetual, worldwide licence to store and process the same for the purposes of operating the Platform and for Our legitimate business purposes including but not limited to processing the Uploaded Data to diagnose technical issues and to analyse and make improvements to the Platform and any other software or services We provide or may consider providing.
- 8.5 You expressly give Us permission to run queries on Your Uploaded Data to generate results via our user interface or API which are made available to any other party within Platform to which you have assigned the appropriate permissions.
- 8.6 If You wish to remove Uploaded Data from the Platform, You may do so at any time via the user interface or by contacting Us via help@infosum.com.
- 8.7 By accepting these Terms, You hereby undertake:
- a) Not to copy, download or otherwise attempt to acquire any part of the Platform;
 - b) Not to disassemble, decompile or otherwise reverse engineer the Platform; and
 - c) Not to allow or facilitate any use of the Platform that would constitute a breach of these Terms.
- 8.8 We retain ownership of the API output data, and all intellectual property rights subsisting therein, based on the Uploaded Data in accordance with sub-clause 8.5. You and any other legal entity with which You collaborate on the Platform and which has also entered into terms similar to these terms of service shall be entitled to a non-exclusive license to use the API output data produced by Us.

9. Other Important Terms

- 9.1 We will not transfer (assign) Our obligations and rights under these Terms to a third party without Your express prior written consent, unless We sell Our business, in which case We will notify You of the change without undue delay. Your rights under these Terms will not be affected and We shall remain fully liable for all acts or omissions of a third party appointed, including but not limited to Our obligations under clause 5.
- 9.2 You may not transfer (assign) Your obligations and rights under these Terms without Our express prior written consent.
- 9.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms. The other User involved in the Project will be on their own set of terms similar to these Terms.
- 9.4 If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms, which shall be valid and enforceable.
- 9.5 No failure or delay by Us in exercising any of Our rights under these Terms means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms means that We will waive any subsequent breach of the same or any other provision.
- 9.6 Any clauses in these Terms that are expressly stated, or by implication intended, to apply after expiry or termination of these Terms shall continue in full force and effect after such expiry or termination.

10. Notices and Contacting Us

- 10.1 Each party can send notices to the other using the contact details given on the Order Form.

11. Law and Jurisdiction

- 11.1 These Terms, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 11.2 Any disputes concerning these Terms, the relationship between You and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

UPDATED: 15 November 2018