

Terms and Conditions

1. Acceptance of terms

Welcome to New Leaf technology Solutions' GDPR offering EnableGDPR (the "Service"). Your use of the Service is subject to these Terms of Service ("Terms"). These Terms will also be applicable to your use of the Service if we offer a trial service in future or you are registered without a licenced product. By using the Service, you signify your acceptance of these Terms. If you do not agree to these Terms, do not use the Service.

2. Description of service

Our web-based Service allows users who register for an account (each an "Account Holder") to use a portal from which they can make use of the various GDPR related enabler products from New Leaf Technology Solutions Ltd. Once registered, each Account Holder receives his or her own access to the Web Site portal and may access our products. Any new features on the Service, including the release of new tools and resources, shall be subject to these Terms. To use the Service, you must have access to the Internet, either directly or through devices that access web-based content, and you must pay any fees associated with Internet access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a web-enabled computer. The Service may include certain communications from us, such as service announcements and administrative messages. These communications are considered part of EnableGDPR membership. You may not access the Service by any means other than through the Service interfaces we provide you.

3. Registration

To register as an Account Holder, you must provide us with a valid email address and other information ("Registration Data"). You will choose a password during the registration process. You are responsible for maintaining the confidentiality of the password and account, and for all activities that occur under your account. In consideration of the use of the Service, you agree to maintain and update true, accurate, current and complete Registration Data. If you provide any information that is untrue, inaccurate, not current or incomplete, or if New Leaf has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Service or any portion thereof.

4. Cancellation and Termination

At this time, we do not provide a facility to cancel the Service. If we provide this facility in the future, your cancellation will take effect immediately. Cancellation, when and if it is made available, will not entitle you to any refund of fees already paid. This is due to the nature of the Service we provide. After cancellation, you will no longer have access to the Service and we may delete all the information you have on the Service. We accept no liability for such deleted information or content. For as long as we continue to offer the Service, we will provide and seek to update, improve and expand the Service. As

a result, we allow you to access the Service as it may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue the Service, partially or entirely, or change and modify prices for all or part of the Services for you or for all our users in our sole discretion. All of these changes shall be effective upon their posting on our site or by direct communication to you unless otherwise noted. We further reserve the right to withhold, remove and or discard any Content available as part of your account, with or without notice if deemed by us to be contrary to this Agreement. For the avoidance of doubt, we have no obligation to store, maintain or provide you with a copy of any content that you or others provide when using the Service.

5. Handling of Personal Data

How we collect, protect and use your personal data including as part of Registration Data and any other information is contained in our Privacy Policy.

6. Account and Security

You are responsible for maintaining the security of your account, for all activities that occur or actions taken under the account. You agree to immediately notify us in writing of any unauthorized uses of the account or any other breaches of security. We will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will we be liable, in any way, for any or your acts or omissions or those of any third party, including damages of any kind incurred as a result of such acts or omissions.

7. Fees / Payment

Some of the features, for example, to access our products, on the Service require payment of fees. If you elect to purchase these products, you shall pay all applicable fees, as described on the Service in connection with such products selected by you. We reserve the right to change our prices and at any time. You authorize us and any financial provider we use, to make any reasonably necessary inquiries to validate your account and financial information.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment thereof. You agree to pay any taxes that might be applicable to your use of the Service and payments you make to us.

8. Downgrade

Downgrading the products (to lower tiers or to lesser numbers) you have purchased via our Service, is not possible due to the nature of our products and the Service.

9. Money Back Guarantee

We offer a money back guarantee to our customers from time to time as a reflection of the confidence we have in our service and to provide our customers peace of mind when making their purchase. Due to the nature of our product and the Service, the following terms apply to our money back guarantee offer:

- Money back offer is only available if it is advertised on the home page of enablegdpr.com. If it is not advertised, no money back is on offer.
- Money back only applies for the first purchase made by a customer.
- The customer needs to make the claim within 7 days i.e., 168 hours of making the licence payment and following the procedure detailed later in this section.
- Only the amount you paid us as part of the first transaction will be refunded. The full amount including taxes and other charges as was applicable at the time of purchase will be refunded.
- We cannot refund for any additional licences you bought from us during the term you used our Service.
- Refunds will only be issued to the same account where the payment was made from. It is the customer's responsibility to ensure there is no issue accepting refunds to the same account.
- By requesting money back, you forfeit any rights granted to you for continued use of our Service, including any artefacts downloaded as part of using our service.
- Once a claim is made, you will no longer have access to the Service and we may delete all the information you have on the Service. We accept no liability for such deleted information or content.
- We reserve the right to discontinue the money back offer or any other promotional offers with no notice.
- The following procedure needs to be followed to make a claim:
 - Login to our service – enablegdpr.com
 - At the bottom of every page, you will find a 'Give us feedback' link. Use the form that is displayed to give us your honest feedback. Make sure you submit the form. We rely on your feedback to help us improve our service.
 - Put us an email at support@enablegdpr.com with the subject 'Money back guarantee' and make a request.
 - That's all. We will write back to you once the refund is on its way.

10. Links to third parties

The Service may provide, links to other websites or resources. Because we have no control over such sites and resources, we are not responsible for the availability of such external sites or resources, and we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. We are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such site or resource.

11. Indemnity

You agree to indemnify and hold New Leaf Technology Solutions, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees, harmless from any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of your Content, use of or connection to the Service, violation of these Terms, or violation of any rights of another.

12. Resale of service

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service without our express written permission.

13. Referrals

In some cases, where we agree with you in advance, we may pay a referral rate on any purchases made via you. This only applies where terms have been drawn up in advance and agreed with us in writing. Referral rate will be calculated based on the actual amount billed by us excluding any discounts, tax and other applicable charges. Referral rates would only become payable after any promotional term on the transactions under referral has completed. For example, any free trials, money back periods etc. need to have passed and no claim has been made.

14. General practices regarding use and storage

We may establish general practices and limits concerning use of the Service and may modify such practices and limits from time to time with or without notice to you.

15. Our proprietary rights

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service, in whole or in part. We do not want to receive confidential or proprietary information from you through the Service or by email. Unless otherwise agreed in writing by an authorized New Leaf Technology Solutions representative, any material, information or idea you transmit to us by any means may be disseminated or used by us or our affiliates without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. However, this provision does not apply to Content (as defined herein), or to personal information that is subject to our Privacy Policy.

16. Disclaimer of warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) WE NOT RESPONSIBLE FOR ANY DAMAGE, LOSS OF DATA, CUSTOMER INFORMATION OR VENDOR DATA, REVENUE, OR OTHER HARM TO BUSINESS ARISING OUT OF DELAYS, MISDELIVERY OR NONDELIVERY OF INFORMATION, RESTRICTION OR LOSS OF ACCESS, BUGS OR OTHER ERRORS, UNAUTHORIZED USE DUE TO YOUR SHARING OF ACCESS TO THE SERVICE, OR OTHER INTERACTION

WITH THE SERVICE. YOU ARE RESPONSIBLE FOR MAINTAINING AND BACKING-UP YOUR DATA AND INFORMATION THAT MAY RESIDE ON THE SERVICE. NEW LEAF TECHNOLOGY SOLUTIONS DOES NOT WARRANT THAT (i) THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

(c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

17. Limitation of Liability

WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF NEW LEAF TECHNOLOGY SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. OUR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO FOR THE PAST THREE MONTHS OF THE SERVICE IN QUESTION.

18. Exclusions and limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 14 AND 15 MAY NOT APPLY TO YOU.

19. Contacting us

You can contact us by post writing to the following address: Kent Enterprise House, The Links, Herne Bay, Kent, United Kingdom, CT6 7GQ or by emailing us at info@newleaftechsolutions.com.

20. Amendments

We may provide notices to you via either email or regular mail. The Service may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on the Service.

21. General

These Terms and the relationship between you and New Leaf Technology Solutions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts. The failure of New Leaf Technology Solutions to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms constitute the entire agreement between you and us and govern your use of the Service, superseding any prior agreements (including, but not limited to, any prior versions of these Terms). You also may be subject to additional terms and conditions that may apply when you use affiliate or other services, third-party content or third-party software. If any provision of these Terms or incorporated documents are found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. You acknowledge and agree that you are each waiving the right to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, more than one person's claims may not be consolidated under any circumstances, in any form of any class or representative proceeding or otherwise.