

Terms and conditions of Service

This web site ("the Site") is operated by GDPR Auditing Ltd ("GDPR", "We", "Us"). These terms govern access to and use of the portal, and the various services provided by GDPR ("Services"). Entities which use the Site or any of the Services ("you", "your") agree to be bound by the following terms ("the Terms"). Please read the Terms carefully. Use of the Site or any of the Services indicates an acceptance of these Terms. If you do not accept these Terms, you must not use the Site or any of the Services.

GDPR may amend these Terms from time to time without prior notice to you. The scope or content of the Services may also be changed by GDPR from time to time. The amended terms will be published on the Site. Use of the Site or the Services after such amendment indicates an acceptance of the amended Terms. You can review the current version of the Terms from within the portal.

These Terms were last updated on 11 May 2018.

Breach of any of the Terms may result in the termination of your account.

1. Account Terms
 - a. In return for payment of the annual fee(s), we agree to provide the Services to you on these Terms.
 - b. You will be provided with a login and an invitation to reset your password. You use that login and password to access the Site and the Services. GDPR is entitled to assume that all access to and use of the Site and the Services using your login and password is accessed and used by you.
 - c. Your login may only be used by one individual - a single login shared by multiple individuals is not permitted.
 - d. During the signup process you must provide your full name and a valid email address.
 - e. You are responsible for maintaining the security of your account and password. GDPR is not responsible for any loss or damage arising from your failure to comply with this security obligation.
2. Payment
 - a. Your payment to GDPR will be by bank transfer within 7 days of the invoice date or by our website payment page, and in all cases prior to receiving access to the workbook (or equivalent online tool) and access to the portal.
 - b. The Service is billed in advance on an annual basis and those fees are non-refundable. There are no refunds or credits for partial annual service, upgrade/downgrade refunds, or refunds for months unused with an open account.
 - c. Payments will cover the use of portal for the annual subscription period as agreed, and use of the workbook.
 - d. All fees are payable inclusive of GB VAT but exclusive of all other taxes, levies, or duties imposed by taxing authorities. You are responsible for payment of all such taxes, levies, or duties.
 - e. You will be invoiced for the annual subscription renewal 30 days before your subscription is due to end. Payment must be made before your annual renewal date to prevent uninterrupted access to the portal.
3. GDPR are responsible for supplying the workbook and providing access to the online portal, any fee paid is non-refundable. The fee includes licensed support and updates for twelve months from date of purchase. Support does not include project implementation or GDPR consultancy. Customers who request verification of their completed workbook, will be invoiced separately for this service by GDPR.
4. Cancellation, refund policy and Termination
 - a. If you wish to terminate your annual renewal account you must notify us 30 days before the renewal date, in writing to (support@gdprauditing.com). A phone request to cancel is not an effective cancellation.
 - b. There is no refund or credit of annual fees for cancellation during a 12-month term.

- c. GDPRA, in its sole discretion, may decline to provide Services to anyone for any reason, and may suspend or terminate your account and refuse all current or future access to or use of the Services for any reason at any time. Such termination of the Services will result in the deactivation or deletion of your Account or your access to your Account.
 - d. Deliveries of all GDPRA services are facilitated online via the GDPRA website or service dashboards. GDPRA workbooks are delivered by email or by download from the website.
- 5. Modifications to the Service and Prices
 - a. GDPRA may modify or discontinue the Services (or any part of them) with or without prior notice to you.
 - b. Prices of all Services, including but not limited to GDPR Self-assessment workbook, Knowledge Base portal, or any other service are subject to change by us upon 30 days' prior notice from us. Such notice may be provided by us at any time by posting the changes to the site, by email, or provided through the Service itself.
 - c. GDPRA is not liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service(s).
- 6. Copyright and Data Ownership
 - a. This Agreement does not transfer from GDPRA to you any GDPRA or third party intellectual property rights, and all right, title, and interest in and to such rights will remain (as between the parties) solely with GDPRA.
 - b. We claim no intellectual property rights over the data you provide to the Service. As between the parties, all data uploaded by you remain yours. However, if you elect to provide access to your data to other users, you agree to allow us to enable these users to view and or edit this shared content. You are responsible for controlling shared access to your data and can revoke or change an invited user's access.
 - c. GDPRA adheres to appropriate professional practice and procedures to reduce the risk of data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of data. GDPRA expressly excludes liability for any loss of data no matter how caused.
 - d. GDPRA may at any time or from time to time use your data to derive non-personally-identifying, and non-company identifying, information in aggregate form. (e.g., for industry benchmarking). You hereby consent to such use of your data by GDPRA.
 - e. The Services and the Site are protected by copyright, trade mark, trade secret and other intellectual property rights. All such rights are reserved. The Services and the Site are copyright © 2018 GDPR Auditing LtdTM. You may not reproduce, publish, copy, or reuse any portion of the workbook or portal/website contents, or visual design elements or concepts included in the Services or the Site without express prior written consent from GDPRA.
 - f. You must not modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any software used to deliver the Services.
- 7. Managing data privacy and data sharing among entities
 - a. The Service allows one member of your organisation to use the workbook and have access to the portal.
 - b. Items available for download from the site can be shared within your organisation (named on the workbook).
 - c. You may not share the workbook or access to the portal with anyone inside or outside of your organisation.
 - d. Anything you download from the portal may only be used within your organisation.
 - e. You agree to allow GDPRA to use your data in accordance with the GDPRA Privacy Policy located at <http://www.gdprauditing.com/privacy-policy/>
- 8. General Conditions
 - a. Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis.
 - b. Technical support is only provided to paying account holders and is only available via email. Support is only available in English.
 - c. You understand that GDPRA uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service. GDPRA is not responsible for the content or continuity of the services provided by those vendors.

- d. You must not attempt to undermine the security or integrity of GDPRA's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks. You must not use, or misuse, the Services in any way which may impair the functionality of the Services or Site.
 - e. You understand that GDPRA has certain user system requirements which you are responsible for providing and installing. Such requirements include a suitable up-to-date internet browser. The workbook is only guaranteed to work on Microsoft Excel 2016 or above running on a Microsoft operating system.
 - f. You understand that the technical provision of the Service, including your data, may be transferred over the public internet unencrypted and may involve (a) transmissions over various third-party networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
 - g. In using the Site or the Services, you must not submit content that is misleading or deceptive, unlawful, defamatory, infringes others' rights, or is likely to cause offence to a reasonable adult. We may amend or remove user-contributed content or terminate your account at our discretion and without prior notice if such content is submitted. If any use by you of the Site or the Services is in our reasonable opinion an unacceptably high-volume use (including, for example, where that use adversely affects others' normal use) then we may act to limit or prohibit your use, for a period or permanently.
 - h. GDPRA 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) any errors in the Service will be corrected.
9. Limitation of Liability
- a. You expressly understand and agree that GDPRA shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, whether in contract, negligence or otherwise, including but not limited to: damages for loss of profits, goodwill, use, data, information, interference with privacy, business interruption, or other intangible losses relating directly or indirectly to these Terms, the Site or the Services. These exclusions apply even if we knew or should have known that you might suffer loss.
 - b. If any term is implied by law in these terms and cannot be excluded, then we limit our liability to you under that term to the maximum extent permitted by law.
 - c. If you are not satisfied with the Services, your sole and exclusive remedy is to terminate the use of the Services in accordance with Section 3 Termination and cancellation.
 - d. If you suffer loss or damage as a result of GDPRA's negligence or failure to comply with these Terms, and the exclusion in clause 8.a above does not exclude GDPRA's liability, then any claim by you against GDPRA arising from GDPRA's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Access Fees paid by you in the previous 12 months.
 - e. The failure of GDPRA to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and GDPRA and govern your use of the Service, superseding any prior agreements between you and GDPRA (including, but not limited to, any prior versions of the Terms of Service).
10. The Courts of England and Wales shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with this Website and its use and these Terms.
11. Notices: Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to GDPRA must be sent to support@gdprauditing.com or to any other email address notified by email to you by GDPRA. Notices to You will be sent to the email address which you provided when setting up your access to the Service.

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