

Terms and Conditions

This sets out the agreement between us as to the services that we, Neotas Limited have agreed to perform.

Service definition: The Services shall consist of conducting online research by collating information available online and preparing a report.

Terms and Conditions:

- 1. You warrant that we have your consent to commence the service as defined above.
- 2. You warrants that you have all necessary legal authority to instruct Neotas to perform the Services and that, to the best of your knowledge, the performance of the Services will not breach (nor assist any party in breaching) any law or regulation, in particular any form of civil order (such as those commonly referred to as 'restraining orders') which may prohibit the Services being performed on behalf of you in respect of any particular individual or entity.
- **3.** You warrant that one of the following permitted purposes for performing the Services apply:
 - (i) You have consent of the data subject
 - (ii) You are performing searches under a contract with the data subject or so that you may enter in to a contract
 - (iii) You are complying with a legal obligation under current legislation
 - (iv) You are required to protect the vital interests of the data subject or another person
 - (v) You are performing searches in the public interest or in the exercise of official authority vested in the Controller
 - (vi) You have legitimate interest pursued by the Controller or third party, except where such interests are overridden by the interests, rights or freedoms of the data subject
 - (vii) You have an exemption of the above under data protection legislation.
- **4.** You recognise that the products of the Services represent research and collated collections of information available online. Such information may include subjective opinions provided by third parties and/or hearsay accounts of events. Accordingly Neotas makes no warranty as to the accuracy or reliability of any information, record or data included in any product of the Services and you acknowledge that you shall be responsible for exercising your own independent judgement as to the conclusions that you draw from the results of Neotas' services and any actions that you may take or refrain from taking as a result of the same.

- **5.** We will hold the report and relevant data for a maximum period selected by you after generating the report.
- **6.** You agree that the services provided to you hereunder shall be provided to you and for your exclusive benefit
- **7.** You acknowledge that Neotas' sole duty of care is to you and that Neotas shall have no duty of care to any other party in respect of the provision of the Services.
- **8.** You recognise that nothing in the Services is intended to be or shall be treated as legal, investment, tax or other professional advice.
- **9.** In no event will Neotas be liable to you for any indirect or consequential losses, nor for any loss of profit, revenue, business, data, anticipated savings, or goodwill, whether direct or indirect and whether reasonably foreseeable and even if advised of the possibility of such loss in advance.
- **10.** Any advice (written or oral) given by Neotas to you is provided solely for your benefit and may not be used or relied on for any purpose other than in connection with the Services and may not be disclosed to any third party (other than your professional advisors) or circulated or published by you without our prior written consent.
- 11. Neotas shall treat as confidential and shall not without your prior written consent disclose any confidential information that it receives from you concerning your business or affairs, other than to those persons engaged by us in the provision of the Services and who have given suitable undertakings to us on confidentiality and except to the extent that such information is already in the public domain or is required to be disclosed by law, court proceedings, regulations or professional duty, or as specifically agreed in this email in relation to the Stakeholders.
- **12.** Neotas agrees that, in connection with the provision of Services to you, all personal data relating to you that comes into its possession will only be used by Neotas for the fulfillment of its obligations under this Agreement or as directed by you in accordance with the Data Protection Act 1998 or, subsequent to its implementation, the General Data Protection Regulation.



I confirm that this Agreement (including the Terms and Conditions) has been read, understood and agreed by me.



04/2020 GRAYDON UK/NEOTAS

We like to help you

For more information, you can reach us by phone or email.

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