

MAO Platform terms and conditions

You, the Client (as defined below), must not access or use the MAO Platform (as defined below) until you have read and accepted all of the terms and conditions set out below.

By ticking the "I agree to the Terms & Conditions and Privacy Policy" box on the "Create your account" page of the MAO Website (as defined below) you will be deemed to have accepted these terms and conditions. On acceptance of these terms and conditions by you and completion and submission of the MAO Order (as defined below) by you to MAO, an agreement is formed between you and MAO (as defined below), which governs your use of one or more of the MAO Applications (the **Agreement**). The Agreement incorporates all of these terms and conditions to the exclusion of any and all other terms and conditions that you may purport to apply.

Introduction

- (A) MAO licences the use of a web-based, financial reporting, accounts payable, financial modelling and general accounting platform to businesses.
- (B) The Client wishes to obtain from MAO a licence to use such platform for its own internal purposes, and MAO is willing to grant the Client such a licence, in each case in accordance with, and subject to, the terms of the Agreement.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 In these terms and conditions unless the context otherwise requires, the following definitions apply:

Business Day means any day (other than a Saturday or Sunday) when the clearing banks are open for normal deposit taking in the City of London;

Client means the "Organisation" as set out in the MAO Order;

Client Data means the data:

- (a) inputted into the MAO Platform by the Client or Users when using the MAO Platform; or
- (b) provided by the Client to MAO for input into the MAO Platform for the purposes of facilitating the Client's and Users' use of the MAO Platform;

Client Materials means all text, graphics, logos, photographs, images, moving images, sound, illustrations, material, assets, data, content, information and documentation (including Intellectual Property Rights subsisting in the same) which are made available by or on behalf of the Client for use by MAO (and its agents and subcontractors) with or on the MAO Platform or otherwise in connection with the Agreement. **Client Materials** includes Client Data;

Client Personal Data has the meaning given to it in clause 12.2.

Confidential Information means all information (whether written, oral or in electronic form) concerning the business, finances, technology and/or affairs of a Party that the other Party obtains or receives as a result of the discussions leading up to or the entering into or the performance of the Agreement;

Data Protection Law means any and all applicable English law that relates to the protection of individuals with regards to the processing of data and privacy to which a Party is subject, including the UK Data Protection Act 2018 and the UK GDPR or any successor or replacement legislation from time to time;

Fees means the Monthly Subscription Fees and any other fees payable by the Client to MAO in accordance with the terms and conditions of the Agreement;

Intellectual Property Rights means all patents, rights to inventions, copyright and related rights, moral rights, database rights, semiconductor topography rights, supplementary protection certificates, petty patents, utility models, rights in designs, trade marks, service marks, trade names, domain names, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar or equivalent rights or forms of protection (whether registered or unregistered) and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world;

MAO means MAO Technologies Limited, company incorporated and registered in England & Wales with company number 15910072, whose registered office is at 8 Heddon Street, London, England, W1B 4BT;

MAO Application means each software application of the MAO Platform that MAO agrees to grant the Client a licence to use in accordance with the Agreement, as set out in the MAO Order;

MAO Documentation means the documentation, information and user guides (whether electronic, hard copy or otherwise) provided, or made available, to the Client by or on behalf of MAO from time to time in relation to the MAO Platform or any MAO Application, which describes, and/or gives instructions on how to use, the MAO Platform or that MAO Application;

MAO IP has the meaning given to it in clause 5.1;

MAO Order means the online order form located at the "Create your account" page of the MAO Website (as may be updated by MAO from time to time, which, once completed by the Client and submitted to MAO by the Client online in accordance with MAO's procedures set out on the MAO Website shall form part of the Agreement;

MAO Platform means the web-based, financial statements, accounts payable, financial modelling and general accounting platform provided by MAO from time to time;

MAO Website means MAO's website located at <https://www.getmao.ai>;

Month means each consecutive 30-day period during the term of the Agreement, the first such period commencing on the Start Date;

Monthly Subscription Fees means the fees payable by the Client each Month for the licence of each MAO Application as set out on, and/or calculated in accordance with, the MAO Order and clause 7;

Party means MAO or the Client and **Parties** means MAO and the Client;

Start Date means the date on which the Agreement commences in accordance with clause 2.1;

UK GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as implemented into UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018;

Update means any modification of, or update to, the MAO Platform or any part of it (including any MAO Application) that may be provided by or on behalf of MAO;

User means any employee of the Client to whom the Client grants access to the MAO Platform in accordance with the Agreement; and

Virus means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the User experience, including worms, trojan horses, viruses and other similar things or devices; words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders;

1.2 references to clauses are references to clauses of the Agreement;

1.3 Clause headings are included for convenience only and shall not affect the interpretation of the Agreement;

1.4 the MAO Order forms part of the Agreement and shall have full force and effect as if expressly set out in the body of the Agreement

1.5 and any reference to the Agreement shall include the MAO Order; any reference to persons includes natural persons, firms, partnerships, companies, corporations, associations,

1.6 organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

1.7 a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute, and any reference to a statute, statutory provision, subordinate legislation, code or guideline (**legislation**) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

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- 1.8 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.9 if there is any conflict or ambiguity then the following order of decreasing precedence shall apply:
- 1.9.1 the clauses;
- 1.9.2 the MAO Order; and
- 1.9.3 any other documents referred to in the Agreement.
- 2. Term**
- 2.1 The Agreement shall commence on the date these terms and conditions are agreed to/accepted by you on the MAO Website and shall remain in force until it is terminated in accordance with the terms of the Agreement.
- 3. Licence**
- 3.1 Subject to the Client at all times complying with the terms and conditions of the Agreement, including paying the Fees to MAO in accordance with such terms and conditions, MAO grants to the Client a limited, non-exclusive, non-transferable right to allow the maximum number of Users set out in the MAO Order to access, and use an object code version of the MAO Application or MAO Applications (as applicable) set out in the MAO Order in accordance with the Agreement from the Start Date until the date of termination of the Agreement solely for the Client's own internal accounting purposes.
- 4. Warranty and updates**
- 4.1 Subject to clause 4.2 and the Client's compliance with clause 6.1, MAO warrants that each MAO Application will function materially as described in the MAO Documentation for a period of 30 days from the Start Date and where such performance is not achieved MAO shall address such non-performance by the provision of support to ensure the MAO Application performs materially as described in the MAO Documentation, which shall be the Client's sole and exclusive remedy in respect of the non-performance.
- 4.2 The MAO Application may be subject to delays, interruptions, errors or other problems caused by third party providers or third party applications or services. The Customer acknowledges that such risks are inherent in web based systems and that MAO shall have no liability for any such delays, interruptions, errors or other problems. [
- 4.3 MAO may from time to time install Updates on the MAO Platform. Such Updates shall be installed at the sole discretion of and at times determined by MAO. For the avoidance of doubt, the Client shall not have the right to opt out of or prevent the installation of such Updates.
- 5. Intellectual Property Rights**
- 5.1 The Client acknowledges and agrees that all Intellectual Property Rights:
- 5.1.1 subsisting in the MAO Platform or any part of it from time to time, including any and all software that forms part of the MAO Platform (including all MAO Applications), any and all Updates and the MAO Documentation; and/or
- 5.1.2 created by or on behalf of MAO or its third-party licensors in carrying out its obligations or exercising its rights under or in connection with the Agreement, (together the **MAO IP**), shall at all times vest in and be owned by MAO and/or its third-party licensors.
- 5.2 The Client further acknowledges and agrees that, save as otherwise expressly set out in the Agreement, it shall acquire no rights in or to MAO IP under the Agreement.
- 5.3 To the extent any MAO IP vests in the Client, or any User, the Client hereby assigns to MAO with full title guarantee all such MAO IP, and/or shall procure such assignment.
- 6. Client co-operation**
- 6.1 The Client shall:
- 6.1.1 provide MAO with reasonable co-operation and assistance, and access to information, materials and premises, in each case as may be required and/or deemed necessary by MAO (acting reasonably) to enable it to carry out its obligations under the Agreement in accordance with the terms of the Agreement;
- 6.1.2 comply with all applicable laws and regulations with respect to its activities under the Agreement;
- 6.1.3 carry out all other Client responsibilities and obligations set out in the Agreement in a timely and efficient manner and using reasonable care and skill and suitably skilled personnel;
- 6.1.4 ensure that all Users use the MAO Platform in accordance with the terms and conditions of the Agreement including in accordance with the MAO Documentation;
- 6.1.5 obtain and shall maintain all necessary consents and permissions necessary for the use of the MAO Platform as envisaged by the Agreement and for MAO to perform its obligations under the Agreement;
- 6.1.6 ensure that the network and systems used to access the MAO Platform comply with the relevant specifications provided by or on behalf of MAO from time to time; and
- 6.1.7 be solely responsible for: (i) procuring and maintaining its network connections and telecommunications links from its systems to the MAO Platform; and (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.
- 6.2 The Client warrants and represents that it (or its third-party licensors) own the Client Materials and all Intellectual Property Rights subsisting in the Client Materials. The Client hereby grants to MAO a non-exclusive, royalty-free licence for the duration of the Agreement to use, and allow MAO's agents and subcontractors to use, the Client Materials for the purpose of carrying out MAO's obligations under the Agreement and enabling the Client to use the MAO Platform.
- 6.3 The Client shall provide MAO with the Client Materials in a form reasonably requested by MAO. The Client acknowledges and agrees that a failure to provide the Client Materials in such a form may impact the Client's ability use of the MAO Platform.
- 6.4 The Client shall not, and shall not allow any User to, access, store, distribute or transmit on, to or from the MAO Platform: (i) any Viruses; or (ii) any material (including any Client Materials) that:
- 6.4.1 is unlawful, harmful, threatening, discriminatory, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 6.4.2 facilitates illegal activity; or
- 6.4.3 is otherwise illegal or causes damage or injury to any person or property.
- 6.5 The Client shall not:
- 6.5.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties:
- (a) except to the extent expressly permitted under the Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any part of the MAO Platform in any form or media or by any means; or
- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the MAO Platform;
- 6.5.2 access all or any part of the MAO Platform in order to build a product or service which competes with the MAO Platform;
- 6.5.3 use the MAO Platform to provide services to third parties;
- 6.5.4 subject to clause 14, licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the MAO Platform available to any third party except the Users; or
- 6.5.5 attempt to obtain, or assist third parties in obtaining, access to the MAO Platform, other than as provided under this clause 6.
- 6.6 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the MAO Platform and, in the event of any such unauthorised access or use, promptly notify MAO.
- 6.7 MAO shall not be liable for any delay in complying, or failure to comply, with its obligations under the Agreement to the extent such failure is due to a failure by the Client to carry out one or more of the Client's obligations under the Agreement.
- 6.8 MAO reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this clause 6.
- 7. Fees and payment**
- 7.1 The Client shall pay the Fees to MAO in accordance with the terms and conditions of this clause 7 and the MAO Order.
- 7.2 The Client shall pay all Fees to MAO within 30 days of the date of invoice.
- 7.3 The Monthly Subscription Fees shall be payable monthly in advance in respect of each consecutive Month during the term of the Agreement, the first such period commencing on the Start Date.

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- 7.4 All sums payable under the Agreement are expressed to be exclusive of VAT and shall be paid in pounds Sterling (£).
- 7.5 In respect of any and all Fees that have not been paid to MAO by their due date for payment, the Client shall pay MAO interest on such outstanding Fees at the rate of 4% per annum above the base rate of the Barclays Bank in London from time to time in force, which interest shall accrue on a daily basis from the due date until the date such outstanding Fees and interest have been paid in full.
- 7.6 MAO shall be entitled to increase the Monthly Subscription Fees from time to time by notifying the Client by email prior to the end of the Month. Such increase shall take effect no earlier than in respect of the following Month.
- 7.7 All Fees payable under the Agreement are exclusive of all out-of-pocket expenses which may be incurred by MAO and/or any person engaged by MAO to carry out any of its obligations under the Agreement, which out-of-pocket expenses will be charged by MAO to the Client at cost.
- 8. Liability**
- 8.1 This clause 8 sets out the entire financial liability of MAO (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:
- 8.1.1 arising under or in connection with the Agreement;
- 8.1.2 in respect of any use made by the Client of the MAO Platform or any part of it; and
- 8.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 8.2 Except as expressly and specifically provided otherwise in the Agreement:
- 8.2.1 the Client assumes sole responsibility for results obtained from the use of the MAO Platform by the Client and the Users, and for conclusions drawn from such use. The Client must ensure that all such results are reviewed, checked and confirmed by one or more Users prior to using such results in its business. MAO shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the MAO Platform or to MAO, its agents or its subcontractors by the Client in connection with the MAO Platform, or any actions taken by MAO, its agents or its subcontractors at the Client's direction; and
- 8.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.
- 8.3 Nothing in the Agreement excludes the liability of MAO for:
- 8.3.1 death or personal injury caused by MAO's negligence; or
- 8.3.2 fraud or fraudulent misrepresentation.
- 8.4 Subject to clause 8.3, MAO shall not be liable (whether in contract, tort, including negligence, under indemnity, statute or otherwise) for any:
- 8.4.1 loss of profits, loss of revenue, loss of business, loss of goodwill, loss of anticipated savings and/or similar losses or loss or corruption of data or information; or
- 8.4.2 special, indirect or consequential loss, costs or damages.
- 8.5 Subject to clause 8.3, MAO's total aggregate liability arising under or in connection with the Agreement (whether in contract, tort, including negligence, under indemnity, statute or otherwise) during each Month shall be limited to the Fees paid by the Client to MAO in respect of that Month.
- 8.6 MAO shall not have any liability to the Client if it is prevented from or delayed in performing its obligations under the Agreement due to acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, disease, epidemic and pandemic, or default of suppliers or sub-contractors.
- 9. Warranties and indemnities**
- 9.1 Each Party warrants and undertakes that:
- 9.1.1 it has the power and is duly authorised to enter into, perform and comply with its obligations under the Agreement; and
- 9.1.2 its entry into the Agreement and its performance of and compliance with its obligations under it do not and will not violate any restriction imposed by:
- (a) any law or regulation to which it is subject;
- (b) its memorandum or articles of association; or
- (c) any agreement to which it is a party.
- 9.2 MAO shall indemnify the Client against all losses, damages, expenses and costs (including reasonable legal expenses) suffered or incurred by the Client arising out of any claim that the MAO Application licensed to the Client under the MAO Order infringes any UK Intellectual Property Rights of any third party, provided that:
- 9.2.1 MAO is given prompt notice of any such claim;
- 9.2.2 the Client provides reasonable co-operation to MAO in the defence and settlement of such claim; and
- 9.2.3 MAO is given sole authority to defend or settle the claim.
- 9.3 In such circumstances, MAO may, at its option, procure the right for the Client to continue using the MAO Application, replace or modify the MAO Application in whole or in part so that it becomes non-infringing or, if such remedies are not reasonably available, terminate the Agreement on notice to the Client. In such circumstances, MAO shall have no further liability to the Client.
- 9.4 In no event shall MAO be liable to the Client to the extent that an alleged infringement is based on:
- 9.4.1 a modification of the MAO Application by anyone other than MAO, its agents or its subcontractors;
- 9.4.2 the Client's use of the MAO Application in a manner contrary to the instructions given to the Client by or on behalf of MAO, or contrary to the MAO Documentation; or
- 9.4.3 the Client's use of the MAO Application after notice of the alleged or actual infringement from MAO or any appropriate authority.
- 9.5 The foregoing states the Client's sole and exclusive rights and remedies, and MAO's entire obligations and liability, for infringement of any Intellectual Property Rights.
- 9.6 The Client shall indemnify MAO against all losses, damages, expenses and costs (including reasonable legal expenses) suffered or incurred by MAO arising out of or in connection with the Client's failure to use the MAO Platform in accordance with the terms or conditions of the Agreement (including clause 3).
- 9.7 The Client shall indemnify MAO against all losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) suffered or incurred by MAO arising out of any claim that the Client Materials infringe any Intellectual Property Rights of any third party, provided that:
- 9.7.1 the Client is given prompt notice of any such claim;
- 9.7.2 MAO provides reasonable co-operation to the Client in the defence and settlement of such claim; and
- 9.7.3 the Client is given sole authority to defend or settle the claim.
- 10. Termination**
- 10.1 The Client may terminate the Agreement without cause by clicking the "Cancel Account" option located on the "Team" page of the MAO Website. The Agreement will terminate on expiry of the Month in which the "Cancel Account" option was clicked by the Client, at which time all User access to the MAO Application will cease and the Client's account and all related data will be automatically deleted.
- 10.2 MAO may terminate the Agreement including all rights granted under it without cause by giving at least 30 days' prior notice of such termination by email to the Client at the Client's email address provided on the "Create your account" page of the MAO Website.
- 10.3 The Client may terminate the Agreement with immediate effect by giving prior notice of such termination by email to MAO at hello@getmao.ai if MAO commits a material breach of any of the terms of the Agreement and either that breach is not capable of remedy or, if the breach is capable of remedy, MAO fails to remedy that breach within 30 days of being notified of the breach by the Client.
- 10.4 MAO may terminate the Agreement (in whole or in part) by giving prior notice of such termination by email to the Client at the Client's email address provided on the "Create your account" page of the MAO Website, immediately or on the date set out in such notice at any time on or after the occurrence of any of the following events:
- 10.4.1 the Client commits a material breach of any of the terms of the Agreement and either that breach is not capable of remedy or, if the breach is capable of remedy, the Client fails to remedy that breach within 30 days of being notified of the breach by MAO; or
- 10.4.2 the Client is in breach of clause 7.2.

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- 10.5 MAO shall be entitled to suspend the Client's and the Users' access to the MAO Platform if at any time any Fees remain unpaid beyond their due date for payment under the Agreement.
- 10.6 Either Party may terminate the Agreement (in whole or in part), by giving prior email notice to the other Party to the applicable email address set out in this clause 10 above, immediately or on the date set out in such notice at any time on or after the occurrence of any of the following events:
- 10.6.1 a receiver, liquidator or administrator is appointed for that other Party or that other Party passes a resolution for the appointment of a liquidator (other than (in any such case) a voluntary winding-up of a solvent company for the purposes of amalgamation or reconstruction);
- 10.6.2 an order is made for the appointment of an administrator to manage the affairs, business and property of that other Party or notice of intention to appoint an administrator is given by that other Party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule 81 of the Insolvency Act 1986);
- 10.6.3 that other Party takes steps to enter into a company voluntary arrangement, a scheme of arrangement under Part 26 Companies Act 2006 or any analogous compromise or arrangement (whether formal or informal) with any of its creditors (other than (in any such case) a voluntary winding-up of a solvent company for the purposes of amalgamation or reconstruction); (iv) any substantial part of the assets of that other Party is the object of attachment, sequestration or other type of comparable proceeding;
- 10.6.4 that other Party is unable or admits in writing its inability to pay its debts as they fall due; or
- 10.6.5 that other Party suffers or takes any similar or analogous action in any jurisdiction in consequence of debt.
- 10.7 On termination of the Agreement for any reason:
- 10.7.1 the rights granted under clause 3 shall immediately terminate and the Client shall immediately cease to use the MAO Platform;
- 10.7.2 the Client shall return or delete and make no further use of any MAO Documentation and all other of MAO's Confidential Information; and
- 10.7.3 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination shall not be affected or prejudiced.
- 10.8 Clauses 1, 5, 6.7, 7, 8, 9.6, 10.7, 11, 12.11, 12.12 and 13 to 19 (inclusive) shall survive termination of the Agreement as shall any other provision of the Agreement which by its nature is intended to survive such termination.
- 11. Confidentiality**
- 11.1 Each Party shall hold in confidence all Confidential Information of the other Party.
- 11.2 Neither Party shall disclose to any third party, without the prior express written permission of the other Party, any Confidential Information in relation to that other Party.
- 11.3 The provisions of clauses 11.1 and 11.2 shall not apply to any information which:
- 11.3.1 is or becomes public knowledge other than by breach of this clause;
- 11.3.2 is already in the possession of a Party without restriction in relation to disclosure before the date of its receipt from the other Party; or
- 11.3.3 is received from a third party (who, for the avoidance of doubt, is not a member of the receiving Party's group) who lawfully acquired or developed it and who is under no obligation restricting its disclosure.
- 11.4 A Party may disclose Confidential Information in relation to the other Party:
- 11.4.1 to those of its officers, employees, professional advisers, agents or sub-contractors as may be reasonably necessary for the purpose of fulfilling its obligations under the Agreement or, in the case of professional advisers, for use in their professional capacity, provided that before any such disclosure that Party shall make such officers, employees, professional advisers, agents or sub-contractors aware of its obligations of confidentiality under the Agreement and shall at all times procure compliance by those persons with them; or
- 11.4.2 where such disclosure is required by any law, court order or regulatory authority.
- 11.5 Without prejudice to the other rights of the disclosing Party, in the event of an unauthorised disclosure or use of its Confidential Information occurring directly or indirectly through disclosure made to the receiving Party, the receiving Party shall (as soon as it becomes aware of the same) notify the disclosing Party of such unauthorised disclosure and use all reasonable endeavours to assist the disclosing Party in recovering and preventing the use of, dissemination, sale or other disposal of such Confidential Information.
- 11.6 The Client acknowledges and agrees that MAO shall be entitled to refer to the Client and its relationship with MAO in marketing materials and on MAO's websites.
- 12. Data protection**
- 12.1 For the purposes of this clause 12, the terms **controller**, **data subject**, **personal data**, **personal data breach**, **processing**, **processor** and **supervisory authority** shall have the meaning given to those terms in the UK GDPR.
- 12.2 The Parties acknowledge and agree that, in respect of personal data processed by MAO on behalf of the Client under the Agreement (**Client Personal Data**):
- 12.2.1 the Client shall be the controller; and
- 12.2.2 MAO shall be a processor.
- 12.3 Details of the processing MAO carries out on behalf of the Client under the Agreement are as follows:
The categories of data subject and types of personal data are Client's personnel, and the personnel of Client's suppliers and customers, names and contact details of such individuals and Client's financial statements and financial data. Such data will be processed to enable the Client to use the MAO Applications and will be processed for so long as the Client uses such MAO Applications. The nature of the processing will be holding such data on the MAO Platform whilst the Client uses the MAO Applications, reading, filing and extracting such data from emails in the Client's inboxes, and all other processing necessary to enable the Client to use the MAO Applications in accordance with the Agreement..
- 12.4 MAO will:
- 12.4.1 process the Client Personal Data only on the documented instructions from the Client and for the purposes of the Client using the MAO Applications, unless required to do otherwise by Data Protection Law to which MAO is subject. In such a case, MAO shall inform the Client of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest);
- 12.4.2 ensure that MAO's personnel authorised to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 12.4.3 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, in relation to the Client Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk including considering those measures referred to in Article 32 of the UK GDPR ('Security of processing');
- 12.4.4 if/when transferring the Client Personal Data outside of the area comprising the UK and the European Economic Area perform such transfers only in compliance with the requirements of the UK GDPR. The Client shall provide MAO with all reasonable support in achieving such compliance, including entering into appropriate standard contractual clauses recognised by the Data Protection Laws and applicable supervisory authorities, where requested;
- 12.4.5 taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising data subjects' rights laid down in Chapter III ('Rights of the data subject') of the UK GDPR;
- 12.4.6 taking into account the nature of the processing and information available to MAO, assist the Client in its compliance with the obligations set out in:
- (a) UK GDPR Article 32 ('Security of processing');
- (b) UK GDPR Article 33 ('Notification of a personal data breach to the supervisory authority');
- (c) UK GDPR Article 34 ('Communication of a personal data breach to the data subject');
- (d) UK GDPR Article 35 ('Data protection impact assessment'); and
- (e) UK GDPR Article 36 ('Prior consultation'), in each case solely in relation to Client Personal Data;

- 12.4.7 , delete all the Client Personal Data after the end of the term of the Agreement, including existing copies unless Data Protection Law requires MAO to store the personal data;
- 12.4.8 make available to the Client all information necessary to demonstrate compliance with Article 28 of the UK GDPR, and subject to MAO's security and confidentiality requirements and no more than once per calendar year, permit reasonable audits and inspections conducted by the Client or an auditor appointed by the Client.
- 12.5 In respect of the obligations described in clauses 12.4.5, 12.4.6, 12.4.7 and 12.4.8, MAO shall be entitled to charge a fee for its assistance on a time and materials basis.
- 12.6 In respect of the obligations described in clauses 12.4.6 and 12.4.7, in the event of a personal data breach, MAO shall provide initial notification to the Client without undue delay and in any event within two Business Days of becoming aware. In the event that it is not possible to provide in such initial notification all the information that the Client requires to fulfil its obligation under Article 33(3) of the UK GDPR, MAO shall provide further information to the Client as necessary in phases without undue further delay.
- 12.7 MAO shall promptly inform the Client if, in its opinion, an instruction from the Client infringes Data Protection Law. Notwithstanding the other terms of the Agreement, MAO shall not be obliged to carry out any instruction given by the Client that MAO reasonably believes to infringe Data Protection Law.
- 12.8 The Client consents to MAO engaging additional processors to process the personal data, and consents to the engagement of those third parties that are processors engaged by MAO as at the date of the Agreement. MAO shall inform the Client of any intended changes concerning the addition or replacement of such processors thereby giving the Client the opportunity to reasonably object to such addition or replacement (reasonable grounds for objection being non-compliance with the UK GDPR). If the Client reasonably objects to such addition or replacement, the Client shall be entitled to terminate the Agreement without cause by giving at least 30 days' prior notice of such termination by email to MAO at hello@getmao.ai. MAO shall be entitled to appoint such addition or replacement even if the Client so objects.
- 12.9 MAO shall ensure that the arrangement between it and each processor contemplated by clause 12.8 is governed by a written contract including the same data protection obligations as those set out in the Agreement that are required by Article 28(3) of the UK GDPR.
- 12.10 The Client and MAO and, where applicable, their representatives, shall cooperate, on request, with the supervisory authority in the performance of its tasks, as required by Article 31 of the UK GDPR.
- 12.11 The Client warrants, represents and undertakes to MAO that:
- (a) it has all lawful rights, grounds, and/or consents to allow MAO and its subcontractors to process the Client Personal Data on the Client's behalf for the purposes of performing, and carrying out its obligations under, the Agreement;
 - (b) MAO's and its subcontractors' use of the Client Personal Data for the purposes of the performance of the Agreement shall not cause the Client, MAO or such subcontractors to be in breach of any laws or regulations (including Data Protection Law); and
 - (c) it shall comply with Data Protection Law and all other applicable laws and regulations, as well as relevant codes of practice and guidance issued by the supervisory authority from time to time, in relation to the processing of personal data.
- 12.12 The Client acknowledges and agrees that notwithstanding the other terms of the Agreement, MAO shall be entitled to use any data processed by MAO and/or the MAO Platform under the Agreement for statistical and other purposes, including making improvements to the MAO Applications and improving user experience, provided that all such data is first anonymised so that it no longer includes any personal data as defined by the UK GDPR.
- 12.13 Nothing in this agreement shall relieve the Parties of their own respective direct responsibilities and liabilities under the UK GDPR.
- 12.14 Whilst MAO uses industry standard and regularly updated anti-virus software, it cannot and does not guarantee that the MAO Platform will be virus-free.
- 13. Relationship**
- 13.1 No provision of the Agreement shall be construed as creating a partnership between the Parties.

14. Assignment and subcontracting

- 14.1 The Client shall not without the prior written consent of MAO (such consent not to be unreasonably withheld or delayed) assign, or in any way transfer, novate, or dispose of the Agreement or any rights or obligations under the Agreement to a third party. MAO may subcontract all or part of its obligations under the Agreement to any third party. MAO shall be responsible for the acts and omissions of its subcontractors in connection with MAO's obligations under the Agreement as if they were MAO's own acts or omissions.

15. Entire agreement

- 15.1 The Agreement together with any documents referred to in the Agreement contains the entire agreement and understanding of the Parties relating to the subject matter of the Agreement and supersedes all prior agreements, understandings, representations (whether negligent or innocent) or arrangements (oral or written).
- 15.2 Each Party acknowledges and agrees that it has not relied on any representation made by the other Party or any arrangement, understanding or agreement (whether negligent, innocent, written or oral) with the other Party that is not expressly set out or referred to in the Agreement.

16. Third party rights

- 16.1 A person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

17. Variation

- 17.1 The Agreement may only be modified in writing, signed by a duly authorised representative of each Party.

18. Notices

- 18.1 Save as otherwise set out in the Agreement, any notice required to be given under the Agreement shall be sufficiently served if sent by email to:
- 18.1.1 MAO, to hello@getmao.ai; or
 - 18.1.2 the Client, to the Client's email address provided on the "Create your account" page of the MAO Website
- 18.2 Notices shall be deemed to be served on the day when they are transmitted provided the sender has not received a confirmation that the email has not been delivered.

19. Governing law and jurisdiction

- 19.1 The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of the same.