

DEALSCRIBE LIMITED
WEBSITE TERMS AND CONDITIONS and TRIAL USER TERMS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR WEBSITE

These terms set out our rules and policies for using our website and Service offered through our website whether you are a visitor, a Customer, a Trial User or an Authorised User of the website. By using our website, you confirm that you accept these terms of use and that you agree to comply with them. **If you do not agree to these terms, you must not use our website.**

- We recommend that you print a copy of these terms for future reference.
- A glossary of defined terms can be found in the Glossary below.

The **Website Terms and Conditions under Section A** shall apply to all users of the website, even if you are just browsing. If you are a Customer or a Trial User, the **Trial User Terms in Section B** shall apply to your use of our website, in addition to Section A. If you are a Customer or an Authorised User, you shall be subject to our SaaS subscriber terms, in addition to Section A.

SECTION A: WEBSITE TERMS AND CONDITIONS

1. WHO WE ARE AND HOW TO CONTACT US

<https://dealscribe.com/> is a site operated by Dealscribe Limited ("we", "us", "our"). We are registered in England and Wales under company number 12316551 and have our registered office at WeWork, 3 Waterhouse Square, 138 – 142 Holborn, London, England, EC1N 2SW.

To contact us, please email contact@dealscribe.com

2. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to our Privacy Policy which also applies to your use of our website. Our Privacy Policy sets out information about the data we collect and how we use the data.

3. WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

4. WE MAY MAKE CHANGES TO OUR WEBSITE

We may update and change our website from time to time to reflect changes to our services, our users' needs and our business priorities.

5. WE MAY SUSPEND OR WITHDRAW OUR WEBSITE

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

6. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

7. NO TEXT OR DATA MINING, OR WEB SCRAPING

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our website or any services provided via, or in relation to, our website. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the website or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

8. DO NOT RELY ON INFORMATION ON THIS SITE

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

9. WE ARE NOT RESPONSIBLE FOR WEBSITES TO WHICH WE LINK

Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

Please note that this website is not intended for consumer use.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy.

12. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our site is stored, or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer

Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

13. RULES ABOUT LINKING TO OUR WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our website on any website that is not owned by you. Our website must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards. If you wish to link to or make any use of content on our website other than that set out above, please contact contact@dealsrife.com.

14. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

The website is not intended for consumers. If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law and that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

SECTION B: TRIAL USER TERMS

15. USE OF SERVICES

17.1 Access

We may accept or reject any prospective Customer for a Trial. During the Trial, we will provide each Trial User access to the Service as described in these Trial User Terms and the applicable Order Form. We may provide some or all elements of the Service to the Trial User.

If accepted, we will send you an Order Form and you will need to provide us with a unique email address per Trial User. The password will subsequently be created by the Trial User.

17.2 Trial Users' obligations

- 17.2.1 The Trial User shall not use the Service in any manner that is unlawful or prohibited by these Trial User Terms. We have the right to disable the Trial User's Access Credentials, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Trial User Terms.
- 17.2.2 The Trial User shall keep secure their Access Credentials and not disclose the details to anyone without our prior approval. The Trial User shall promptly notify us of any suspected or actual unauthorised use of their Access Credentials by contacting us at contact@dealsrcibe.com.
- 17.2.3 The Customer shall promptly notify us if they wish to withdraw a Trial User's access to the Service before the end of the Trial.
- 17.2.4 We are the owner or the licensee of all intellectual property rights in our website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 17.2.5 The Trial User shall not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the website and/or Documentation (as applicable) in any form or media or by any means or attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the website.
- 17.2.6 The Trial User(s) may only download Documentation and/or content in our website as set out in the Order Form.
- 17.2.7 The Trial User must not modify the paper or digital copies of any materials printed off or downloaded in any way, and the Trial User must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 17.2.8 If a Trial User prints off, copies, downloads, shares or reposts any part of our website, content and/or Documentation in breach of these Trial User Terms, the Trial User(s) and the respective Customer's right to use the Trial will cease

immediately and the Customer must, at our option, return or destroy any copies of the materials made.

- 17.2.9 The Trial User shall not attempt to obtain, or assist third parties in obtaining, access to the Service and/or Documentation; or access all or any part of the Service and Documentation in order to build a product or service which competes with the Service; or attempt to obtain, or assist third parties in obtaining, access to the Service and/or Documentation.

17.3 Our Obligations

- 17.3.1 We shall, during the Trial, provide the Service and make available the content and Documentation to the Trial User on and subject to these Trial User Terms.
- 17.3.2 We shall have the right to revoke the Trial User's access and/or limit the available access to the Service at our sole discretion any time and for any reason.
- 17.3.3 We do not warrant that the Trial User's access will be uninterrupted or error-free; that the content, Service, Documentation and/or the information obtained by the Trial User through the Service will meet the Trial User's requirements; the website or the Service will be free from vulnerabilities or viruses.

16. FEES

The Service shall be available to the Customer free of charge for the duration of the Trial.

17. TRIAL USER'S DATA

- 19.1 The terms of the Privacy Policy are hereby incorporated by reference and will apply to the extent any Trial User data includes personal data. The privacy policy sets out how we will process personal data in connection with the Service provided to you under these Trial User Terms. We will maintain commercially reasonable administrative, physical, and technical safeguards to protect personal data as described in the privacy policy. For information regarding the retention, deletion, and retrieval of Trial Users' data, please see our Privacy Policy.

18. TERM AND TERMINATION

- 20.1 The Trial will expire automatically at the end of the Trial period set out in the Order Form or upon the Customer purchasing a subscription for the Service and thereby entering into a SaaS agreement with us. Should a Customer enter into a SaaS agreement, the Trial User's access shall be upgraded to that of an Authorised User.
- 20.2 Unless the Customer enters into a SaaS agreement before the end of the Trial, all of the Trial User's data in the Service shall be permanently deleted at the end of the Trial, and we shall have no obligation to retain or recover that data.

20.3 We may suspend any Trial User's access to any or all of the Services without notice for use of the Service in a way that violates our Website Terms and Conditions in Section A.

These terms were last updated on 1 July 2022.

GLOSSARY

"Access Credentials" means the Trial User's work email address and the password created by the the Trial User.

"Authorised User(s)" means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Service and the Documentation.

"Customer" means a company who enters into a Trial or SaaS agreement with us.

"Documentation" means the documentation made available to the Customer by us from time to time which sets out a description of the Service and the user instructions for the Service.

"Order Form(s)" means our approved form by which the Customer agrees to start the Trial.

"SaaS" means the paid for software as a service (SaaS) agreement with us.

"Service" means the service provided by us which is made available to the Customer via our website on a term subscription basis for the purpose of informing the Customer's internal business processes.

"Trial" means the limited period during which the Customer can access the Service as specified on the relevant Order Form(s), without entering into a full SaaS agreement, and each subsequent renewal period (if any).

"Trial User" means the Customer's employees, representatives, consultants, contractors, or agents who are authorised to use the Service for the Customer's benefit and have unique user identifications and passwords for the Service.

Dealscribe Limited Privacy Policy

Dealscribe Limited (“we”, “us”) is committed to protecting and respecting your privacy. This Privacy Policy (“**Policy**”) (together with and any other documents referred to therein) sets out the basis on which the personal data collected from you, or that you provide to us will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the General Data Protection Regulation (GDPR), the UK General Data Protection Regulation (UK GDPR) and the UK Data Protection Act 2018 the Data Controller is Dealscribe Limited.

We keep our privacy policy under regular review. This version was last updated on 27 June 2022.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

Background

We provide an internet platform at <https://dealscribe.com> (the “**Website**”) by way of which you can access deal data (the “**Services**”).

YOUR PERSONAL INFORMATION

Information we collect from you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We collect and process some or all of the following types of information directly from you when you use our Services at the Website or from your employer or the subscriber providing you with access to our Services (your “Employer”).:

- Information that you provide by subscribing to our subscription service or filing in forms as part of the registration process. This includes information provided at e.g. the time of registering to use the Website, entering your username and password on our website, subscribing to our Services via your Employer, or requesting further information or services. We may also ask you for information when you e.g. report a problem with the Website.
- Specifically, personal details such as name, email address & password (Profile Data), the name of your Employer or any information that identifies you that you provide when using the Website.
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

- Technical information such as details of your visits to the Website including, but not limited to, traffic data, location data, weblogs and other communication data, and the resources that you access.
- This Website is not intended for children and we do not knowingly collect data relating to children.
- We do not collect any special categories of data about you (i.e. information about your race or ethnicity religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

We also collect, use and share aggregated data such as statistical or demographic data for any purpose. Aggregated data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate your usage data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect aggregated data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

If you fail to provide personal data

The provision of name, surname, email address and company name is required from you to enable us to provide you access to our Website. Failure to provide such data when requested will mean you will not have access to our Website.

Third-party links

This Website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

Information we collect from other sources

We will also obtain personal data about you from publicly available sources and from social media sites such as LinkedIn: as follows:

- name, surname, job title, company name, conferences attended and press releases.

Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	contact details	(a) You have given us consent (b) Performance of a contract with your Employer
To process and deliver your order including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	payment information, and contact details	(a) Performance of a contract with your Employer (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey (c) Notifying you about changes, planned interruptions and/or changes to the content of the Website	contact details	(a) Performance of a contract with your Employer (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	contact details, payment information, technical information	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	technical information, usage data	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)

To make suggestions and recommendations to you about goods or services that may be of interest to you	contact details, technical information, usage data, profile data, and marketing preferences	Necessary for our legitimate interests (to develop our products/services and grow our business)
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Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

Marketing

In addition to the above uses we may use your information to notify you about goods or services which may be of interest to you. Where we do this, we will contact you by electronic means (e-mail or SMS) only if you have consented to such communication. If you do not want us to use your data in this way please either (i) tick the relevant box situated on the form on which we collect your data (for example, the registration form); (ii) unsubscribe from our electronic communications using the method indicated in the relevant communication; or (iii) inform us at any time by contacting us at the contact details set out below.

Automated decision making/profiling

We do not use automated decision making on our Website.

We may also disclose your personal data to third parties:

- in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets; or
- if we or substantially all of our assets are acquired by a third party, in which case personal data held by us about our customers will be one of the transferred assets; or
- if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our e.g. Website Terms and Conditions and other agreements; or
- to protect our rights, property, or safety or that of our affiliated entities and our users and any third party we interact with the to provide the Website; or
- in relation to selected third parties only, only to the extent that you have consented to such selected third parties notifying you about certain goods or services, which may be of interest to you.

Other than as set out above, and save insofar as is necessary in order for us to carry out our obligations arising from any contracts entered into between you and us, we will not share your data with third parties unless we have procured your express consent to do so.

STORING YOUR PERSONAL DATA

Security

We take appropriate measures to ensure that any personal data are kept secure, including security measures to prevent personal data from being accidentally lost, or used or accessed in an unauthorised way. We limit access to your personal data to those who have a genuine business need to know it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Keeping your personal data up to date

If your personal details change you may update them by e.g. accessing the relevant page of the Website, or by contacting us using the contact details below. If you have any questions about how we use data collected which relates to you, please contact us by sending a request by email to the contact details below.

We will endeavour to update your personal data within seven (7) working days of any new or updated personal data being provided to us, in order to ensure that the personal data we hold about you is as accurate and up to date as possible.

How long we keep your personal data

- If you are an authorised user, we will hold your name and email address for a period of 6 years (the period we are required to retain this information by applicable UK tax law).
- If you are a trial user, we will hold your name and email address for a period of 6 months after the end of your trial (which is as long as we consider reasonably necessary).

Who is 'authorised user' and 'trial user' is addressed in our Website Terms and Conditions.

Where we store your personal data

All information we hold about you is stored on our secure servers.

The data that we collect from you may be transferred to, and stored at, a destination outside the United Kingdom and/or the European Economic Area ("EEA"). It may also be processed by staff operating outside the United Kingdom and/or EEA who work for us or for one of our

suppliers. Such staff maybe engaged in, among other things, the fulfilment of your orders, the processing of your payment details and the provision of support services.

In the event we transfer your personal data to a country without an adequacy decision from the United Kingdom, any such transfer will be subject to standard contractual clauses approved by the United Kingdom's Information Commissioner's Office and any other appropriate safeguards which may be applicable to such transfers.

If you would like further information, please contact us (see 'Contact' below).

YOUR RIGHTS

Under the General Data Protection Regulation you have a number of important rights free of charge. In summary, those include rights to:

- access to your personal data and to certain other supplementary information that this Policy is already designed to address
- require us to correct any mistakes in your information which we hold
- require the erasure of personal data concerning you in certain situations
- receive the personal data concerning you which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those data to a third party in certain situations
- object at any time to processing of personal data concerning you for direct marketing
- object to decisions being taken by automated means which produce legal effects concerning you or similarly significantly affect you
- object in certain other situations to our continued processing of your personal data
- otherwise restrict our processing of your personal data in certain circumstances
- [claim compensation for damages caused by our breach of any data protection laws.](#)

For further information on each of those rights, including the circumstances in which they apply, see the [Guidance from the UK Information Commissioner's Office \(ICO\) on individuals rights under the General Data Protection Regulation.](#)

If you would like to exercise any of those rights, please:

- email [us](#) (see contact section below).
- let us have enough information to identify you (*e.g. user name, name and surname*),
- let us have proof of your identity and address (a copy of your driving licence or passport and a recent utility or credit card bill), and
- let us know the information to which your request relates , [including any account or reference numbers, if you have them](#)

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

HOW TO COMPLAIN

We hope that we can resolve any query or concern you raise about our use of your information. We would, therefore, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK regulator for data protection issues (www.ico.org.uk/concerns/). or telephone: 0303 123 1113.

CHANGES TO OUR PRIVACY POLICY

We reserve the right to modify this Policy at any time. Any changes we may make to our Policy in the future will be notified and made available to you using the Website. Your continued use of the Services and the Website shall be deemed your acceptance of the varied privacy policy.

CONTACT

All questions, comments and requests regarding this Privacy Policy should be addressed to contact@dealscribe.com.

ANTI-SLAVERY AND HUMAN TRAFFICKING POLICY

Policy statement

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our contractors, suppliers and other business partners and, as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

About this policy

The purpose of this policy is to:

set out our responsibilities, and of those working for and on our behalf, in observing and upholding our position on modern slavery and human trafficking; and

provide information to those working for and on our behalf on how to identify and report concerns regarding modern slavery and human trafficking.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

Responsibility for the policy

The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

Our HR team has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering modern slavery.

Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it and the issue of modern slavery in supply chains.

Your responsibilities and how to raise a concern

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify your line manager as soon as possible if you believe or suspect that a breach of this policy has occurred, or may occur in the future.

You are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.

If you believe or suspect that a breach of this policy has occurred or that it may occur you must notify your line manager as soon as possible.

If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with your line manager.

We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform our HR team immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

Training and communication

Training on this policy, and on the risk our business faces from modern slavery in its supply chains, forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.

Our zero-tolerance approach to modern slavery in our business and supply chains must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and reinforced as appropriate on an ongoing basis.

Breaches of this policy

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

ANTI-CORRUPTION AND BRIBERY POLICY

About this policy

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.

Any member of staff who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.

This policy applies to all persons working for us or on our behalf in any capacity.

What is bribery?

Bribe means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.

Bribery includes offering, promising, giving, accepting or seeking a bribe.

All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your line manager.

Specifically, you must not:

give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;

accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;

give or offer any payment (sometimes called a facilitation payment) to a government or local authority official to facilitate or speed up a routine or necessary procedure.

You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption. Such actions will be dealt with under the Company's Disciplinary Procedure.

Gifts and hospitality

This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.

A gift or hospitality will not be appropriate if it is unduly lavish or extravagant, or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).

Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers), or be given in secret. Gifts must be given in our name, not your name.

Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.

Record-keeping

You should declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

How to raise a concern

If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your line manager or report it in accordance with our Whistleblowing Policy as soon as possible.

Security policy

The Dealscribe website uses the gold standard in security technologies to ensure that both our users' and our own data are as secure as possible. All parts of our web infrastructure, including all public pages of our website, are protected by public Secure Sockets Layer/Transport Layer Security (SSL/TLS) certificates. Our security certificates are managed by AWS Certificate Manager to ensure that they are always up to date. We retain security incident logs for 12 months.