

# Dealscribe Limited website terms and conditions and privacy policy

These terms set out our rules and policies for using our website and the service offered through our website whether you are a visitor, a Freemium User, a Trial User, a Customer or an Authorized 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.

The General Website Terms and Conditions under Section A apply to all users of the website. If you are a Freemium User, a Trial User a Customer or an Authorized User, the User Terms (trial and freemium users) in Section B apply to your use of our website, in addition to Section A. If you are a Customer or an Authorised User, you are subject to the subscription contract terms in addition to Section A.

## Section A: general 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 3 Waterhouse Square, 138 – 142 Holborn, London, England, EC1N 2SW. To contact us, please use the email address below.

### 2. Your personal information

We will only use your personal information as set out in our Privacy Policy (see Section C) The policy explains what data we collect and how we use it.

### 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. If you are a Freemium User, a Trial User or an Authorized User, we will try to give you reasonable notice of any suspension or withdrawal.

### 6. We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organization.

### 7. No text mining, data mining or web scraping

You must not conduct, facilitate, authorize or permit any text mining, 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, authorizing 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 through it.

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).

### 8. Do not rely on information on this site

The content on our website is provided for general information only. It is not intended as 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 that the content on our site is accurate, complete or up to date.

### 9. We are not responsible for third party website content

Where our website contains links to other sites and resources provided by third parties, these links are provided

for your information only. They should not be interpreted as approval by us of those linked websites or the information they contain.

#### **10. Our responsibility for loss or damage**

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.

#### **11. 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 viruses or malware. You are responsible for configuring your information technology, computer programmes and platform to access our website.

You must not knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful into our website. 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.

#### **12. Rules about linking to our website**

You may link to our website, 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 frame our website on any other site. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our website other than that set out above, please contact us at the email address below.

#### **13. 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: User Terms (trial and freemium users)**

#### **14 What are Trial Users and Freemium Users?**

At our discretion we may provide suitable individuals with access to this website as a Freemium User or as a Trial User.

As a Freemium User, you have access to a selection of content and functionality free of charge in order to help you to understand what the Dealscribe Service entails. Freemium access normally lasts for an indefinite period of time but can be terminated at any time at our discretion or at your request.

As a Trial User you have access to a selection of content and functionality which is broadly similar to that which is available to an Authorized User under a subscription agreement with a Customer. Trial User access is provided free of charge for a limited time in order for you to evaluate whether it is desirable for a prospective Customer to enter a subscription agreement. Trial User access can be terminated at any time at our discretion or at your request.

If we accept you as a Trial User or Freemium User, we will direct you to a web form in which you will need to provide us with an email address that is unique for each Trial User or Freemium User. You will subsequently create your own password to access the website. We will have no access to this password.

### **15 Users' obligations**

You must not use the Service in any manner that is unlawful or prohibited by these User Terms. We have the right to disable your access at any time if in our reasonable opinion you have failed to comply with any of the provisions of these User Terms.

You must keep your Access Credentials secure and not disclose them to anyone without our prior approval. You must promptly notify us of any suspected or actual unauthorised use of your Access Credentials by contacting us at the email address below.

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.

Other than using the permitted download functions of the website (which are clearly indicated, typically with the word "export"), you must 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 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.

If a Trial User or Freemium User prints off, copies, downloads, shares or reposts any part of our website or content in breach of these User Terms, the Trial User's or Freemium User's and where relevant the respective Customer's right to access the website will cease immediately and the Customer must, at our option, return or destroy any copies of the materials made.

You must not attempt to obtain, or assist third parties in obtaining, access to the Service 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.

We do not warrant that the Freemium User's or the Trial User's access will be uninterrupted or error-free; that the information obtained by the Freemium User or Trial User will meet the user's requirements; or that the website will be free from vulnerabilities or viruses.

### **16. User's data**

The terms of the Privacy Policy (see Section C) will apply to the extent any Freemium User or 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 User Terms. We will maintain commercially reasonable administrative, physical, and technical safeguards to protect personal data as described in the privacy policy.

Unless a Trial User becomes an Authorized User, all the Trial User's data (such as user settings and portfolios) will be permanently deleted at the time we end the Trial User access. We have no obligation to retain or recover that data.

## **Section C: privacy policy**

### **17. Your privacy is important to us**

We are committed to protecting and respecting your privacy. This privacy policy sets out the basis on which we process the personal data that we collected from you, or that you provide to us.

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 the date shown below. 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.

### **18. 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 Service at our website or from your employer or the Customer providing you with access to our Service:

- Information that you provide by subscribing to our subscription service or filling in forms as part of the registration process. This includes information you provide at the time of registering to use the website, entering your username and password on our website, subscribing to our Service via your employer, or requesting further information. We may also ask you for information when you report a problem with the website.
- Specifically, personal details such as name, email address and password, 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, 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 (that is, information about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, health and genetics). 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 and it will be used in accordance with this privacy policy.

### **19. 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 most parts of our website. If you do not provide such data when requested you will not have access to these parts of our website.

### **20. 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.

### **21. Information we collect from other sources**

We collect personal data including your name, surname, job title, company name, conferences attended from sources such as conference attendee lists. We also obtain personal data about you from publicly available sources such as press releases and from social media sites such as LinkedIn.

### **22. Purposes for which we will use your personal data**

The table below describes all the ways we plan to use your personal data, and the legal bases which allow us to do so. We have also identified what our legitimate interests are where appropriate.

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.

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Purpose/activity	Type of data	Lawful basis/legitimate interest
To register you as a new customer	contact details	<ul style="list-style-type: none"> <li>You have given us consent</li> <li>Performance of a contract with your Employer</li> </ul>
To process and deliver your order including: <ul style="list-style-type: none"> <li>Managing payments, fees and charges</li> <li>Collecting and recover money owed to us</li> </ul>	payment information, and contact details	<ul style="list-style-type: none"> <li>Performance of a contract with your Employer</li> <li>Necessary for our legitimate interests (to recover debts due to us)</li> </ul>
To manage our relationship with you, including: <ul style="list-style-type: none"> <li>Notifying you about changes to our terms or privacy policy</li> <li>Asking you to leave a review or take a survey</li> <li>Notifying you about changes, planned interruptions and/or changes to the content of the website</li> </ul>	contact details	<ul style="list-style-type: none"> <li>Performance of a contract with your Employer</li> <li>Necessary to comply with a legal obligation</li> <li>Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)</li> </ul>
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	<ul style="list-style-type: none"> <li>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)</li> <li>Necessary to comply with a legal obligation</li> </ul>
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)

### 23. 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.

## **24. 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 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 below.

## **25. Profiling**

We do not use automated decision-making on our website.

## **26. Sharing data with third parties**

We may 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 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 to provide our 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 to the extent necessary 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.

## **27. Storing your personal data**

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 authorized 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 our 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 unauthorized access.

## **28. Keeping your personal data up to date**

If your personal details change you may update them 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 using the contact details below.

We will endeavour to update your personal data within seven 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.

## **29. How long we keep your personal data**

If you are an Authorized User, we will hold your name and email address for a period of six years (the period we are required to retain this information by applicable UK tax law). If you are a Trial User or a Freemium User, we will hold your name and email address for a period of six months from the end of your access to the website (which is as long as we consider reasonably necessary).

## **30. Where we store your personal data**

All information we hold about you is stored on secure servers maintained by our cloud storage suppliers following the highest possible standards of data security.

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.

### **31. 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 using the contact details below,
- let us have enough information to identify you (such as your 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.

### **32. 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/](http://www.ico.org.uk/concerns/)). or telephone: 0303 123 1113.

### **33. 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 our website. Your continued use of our Services and the website shall be deemed your acceptance of the varied privacy policy.

### **34. Glossary**

"Access Credentials" means the Freemium User, Trial User or Authorized User's work email address and the password created by this user.

"Authorized User" means an employee, agent or independent contractor of the Customer who is authorized by

the Customer to use the Service. An Authorized User must be a financial market professional as described in the definition of Freemium User.

“Customer” means a company who enters into a subscription agreement with us to use the Service.

“Freemium User” means a financial market professional who wishes to view content on this website and agrees to its terms and conditions. The individual is employed by a company that either meets the SEC definition of accredited investor in the United States of America, the FCA definition of qualified investor in the United Kingdom or a similar designation in other jurisdictions, or that is an advisor to such companies.

“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 User” is an employee, representative, consultant, contractor, or agent of a prospective Customer who is authorized by the Customer to use the Service. A Trial User must be a financial market professional as described in the definition of Freemium User.

### **35. Contact details**

All questions, comments and requests regarding these terms and conditions and this privacy policy should be addressed to [contact@dealscribe.com](mailto:contact@dealscribe.com).

These terms were last updated on 1 July 2024.