

Terms and Conditions of Use

Last updated: August 2020

1. What this agreement is about

1.1 If you are a user of Billy, this agreement describes how you may use Billy and is made up of these terms and conditions and our Privacy Notice.

1.2 If you are a partner, this agreement describes how you and your own clients may use Billy and this agreement applies in addition to the terms and conditions of the Partner Program as applicable to and accepted by you. If there is any difference between this agreement and the Partner Program terms and conditions, the terms of this agreement will take precedence in relation to your operation and use of Billy.

1.3 In this agreement, where we say “Billy” we mean all products, and versions thereof, comprising the telecom billing product family provided by Island Bridge Billing Systems Limited.

1.4 In this agreement

1.4.1 “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control of the subject entity, where “control” is the ownership or control (whether directly or indirectly) of at least 50% of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only so long as such control continues;

1.4.2 “**Customer Data**” shall mean the data, information or material provided, inputted or submitted by you or on your behalf into Billy, which may include data relating to your customers and/or employees.

1.4.3 “**Customer Personal Data**” has the meaning set out in clause 9.1.

1.4.4 “**Data Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

1.4.5 “**Data Processor**” a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.

1.4.6 “**Data Protection Laws**” means all applicable EU laws and regulations governing the use or processing of Personal Data, including (where applicable) the

European Union Directive 95/46/EC (until and including 24 May 2018), the GDPR (from and including 25 May 2018) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.

- 1.4.7 “**GDPR**” means EU General Data Protection Regulation 2016/679.
- 1.4.8 “**Personal Data**” means any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.4.9 “**Privacy Notice**” means our privacy notice published below in Appendix B and which may be amended by Island Bridge Billing Systems Limited from time to time.
- 1.4.10 “**Processing**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and “Process”, “Processed” and “Processes” shall be construed accordingly.
- 1.4.11 “**Supervisory Authority**” means an independent public authority which is established under applicable Member State law and which concerns itself with the Processing of Personal Data.

1.5 We may change the terms and conditions of this agreement and our Privacy Notice at any time. We will make reasonable efforts to communicate any changes to you via a notification on Billy or by sending an email to you, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this agreement and our Privacy Notice via Billy or on our website at www.ibbs.ie as you will be deemed to accept all changes if you continue to use Billy.

2. Who this agreement is between

- 2.1 This agreement is between: you, the person or organisation authorised to use Billy; and us, Island Bridge Billing Systems Limited (“**IBBS**”) (company registration number 641493, VAT number IE 3595649KH, registered office: Sandwith House, 52 Sandwith Street Lower, Dublin, D02 WR26, Ireland).
- 2.2 By entering into this agreement, we both agree to be bound by and keep to it.

3. How you accept this agreement, and when this agreement starts

- 3.1 You accept every term and condition of this agreement, and this agreement starts from the earliest date you tick a box or click on a button (or something similar) when you are asked to confirm that you accept this agreement during sign up to the service, or when you use Billy (or any part of it), or when you request us to use Billy on your behalf. If you accept this agreement and pay the relevant subscription fees (where applicable), we give you the right to use Billy in the way described in this agreement. You must not use Billy in any other way.
- 3.2 This agreement will continue until terminated in accordance with clause 14 or any other clause in this agreement which by its express provisions allows a party to terminate this agreement.
- 3.3 If you don't accept this agreement, you should contact us or your IBBS Partner immediately (where you have set up your Billy account through your IBBS Partner and your IBBS Partner administers it for you) and you should not use Billy.

4. Setting up a Billy account

- 4.1 We will give you your sign-in details and passwords to enable you to use Billy (the “sign-in information”) once you have registered with us or requested us to register you.
- 4.2 You will be charged for access to Billy from the date you register (or request us to register you) and your first invoice will be generated on the first day of the next calendar month but prorated depending on the date you signed up for Billy. Any break in payment resulting in a deactivation and subsequent reactivation of your Billy account will result in your monthly subscription being reactivated at our current list price. Once you have purchased your first Billy, any additional subscriptions by you of a Billy service will be at our then-current price list for that Billy service (plus VAT or equivalent sales tax) as specified on our website from time to time.
- 4.3 If you continue to use Billy following your trial period or if you have elected to purchase Billy without taking a free trial, you agree to pay the applicable subscription fee (plus any VAT or applicable sales tax) directly to us via the payment method specified during registration or via any different payment method which we may notify to you from time to time, until either you or we end this agreement in one of the ways set out in clause 14.
- 4.4 If at any time during your monthly subscription you want to include additional Billy components within your subscription you must pay the applicable fees for each additional Billy component and your subscription fee will be pro-rated from the date access to the additional Billy component is made available to you until the

commencement of your next monthly subscription payment. If you wish to reduce access to certain Billy components, you may do so from the commencement of your next monthly subscription when your fees will be calculated to take account of your reduced access to the Billy components.

- 4.5 If you fail to pay any amount payable by you under this agreement, we may charge you statutory interest on the amount overdue from the due date of payment up to and including the date of actual payment (as well as before and after judgment), at the ECB main refinancing rate + 8%, in accordance with the Irish Late Payments in Commercial Transactions Regulations 2012. Such interest shall accrue on a daily basis and be compounded quarterly and you will pay the interest to us immediately upon demand. If at any time we charge you an incorrect price, we reserve the right to rectify our invoice and claim payment from you for the correct amount which you agree to pay. If we have overcharged you, we will reimburse you for the amount by which you have been overcharged.
- 4.6 We may increase the subscription fee for Billy at any time by giving you not less than 90 days' written notice and such an increase will take effect from your next payment date after this notice period has ended.

5. Setting up a Billy account through a IBBS Partner

- 5.1 If your IBBS Partner sets up your Billy account for you it will automatically link your account to the IBBS Partner's own Billy account. If you pay your IBBS Partner and not us (until such time that we, and/or your IBBS Partner, notifies you to pay us directly) for your use of Billy, your IBBS Partner will manage your Billy account. As you cannot withdraw your IBBS Partner's access to your Billy account in these circumstances, you would need to request that your IBBS Partner withdraws their access to your Billy account.
- 5.2 We cannot accept any liability which arises out of or in connection with any act, omission or other failure of your IBBS Partner, including without limitation, its access to your Billy account.
- 5.3 You are responsible for working with your IBBS Partner to set and manage access rights and levels of access that your IBBS Partner has over your Billy account as agreed between you and your IBBS Partner. You acknowledge that we have no control over such access rights and therefore we accept no liability for any loss or damage or other liability that you suffer as a result of any act, omission or failure of your IBBS Partner.

6. Your rights to use Billy and your obligations

- 6.1 You must only use Billy for your internal business purposes and only to input your own information into Billy, unless you are a IBBS Partner. IBBS Partners may link to their clients' Billy services for the purposes of inputting, transferring and analysing data on

behalf of such clients (where the client permits this) and for making the Billy service available to them.

- 6.2 All rights of ownership of the information you or a IBBS Partner inputs into Billy remain yours but your access to this information is dependent upon you complying with these terms and conditions and your applicable subscription fee being paid in full. We follow good industry practice to prevent data loss; however, you must keep copies of any information inputted into Billy (or generated by it) as we cannot guarantee that your information will not be lost or damaged.
- 6.3 You cannot transfer your Billy subscription (or your use of Billy for demonstration and evaluation purposes or any free trial, promotion or activation code to any other person or organisation. For example, you cannot sell it if you no longer want to use Billy, or if you become insolvent an insolvency practitioner may not pass on your Billy subscription (including your sign-in information) as part of your business's assets. Further information on this is set out in clause 15.4.
- 6.4 You must comply with all applicable laws and legislation in respect of your use of Billy and for any filing or sharing, you must ensure that the content of any files does not and will not result in any injury, damage or harm to us or any third party (including, without limitation, defamation or breach of confidentiality) and the content does not contain anything which is unlawful, obscene, indecent or immoral or promotes illegal or unlawful activities.
- 6.5 You acknowledge that we are not your accountant and Billy should not be used as a substitute for professional accountancy advice.
- 6.6 Some features of Billy rely on integration with other IBBS products and or provide access to technology, information or services not provided by us (such as Google's phone number library even though it may look like Billy operates these technologies or services). You may purchase or subscribe to third party complimentary products, software or services that integrate or work with Billy or any other IBBS products and services or technology, information or services not provided by us ("**Additional Services**"). It is your responsibility to decide whether or not to use Additional Services and if you choose to do so you must agree to the separate applicable terms and conditions presented to you by Billy or the third party for those Additional Services. If there is a conflict between any of the terms of this agreement and the Additional Services terms, the Additional Services terms will apply in relation to your use of the Additional Service in question. Except where clause 13.4 applies, we are not responsible for any issue with any third-party technology, information and/or services and will not be liable for those issues. We may withdraw access to such third party technology, information or services via Billy at any time and without notifying you.
- 6.7 You acknowledge that, where relevant, the third party provider of the Additional Services may collect from you the subscription fees due for Billy. In such circumstances you agree to pay the applicable subscription fee (plus any VAT or applicable sales tax) directly to the third party provider via the payment method and subject to the payment

terms specified during registration or which may otherwise be notified to you from time to time, in default of which the payment terms set out in this agreement shall apply.

6.8 You agree that if you receive Billy at a special or discounted price you will only be able to receive Billy at that special or discounted price if your subscription fees for Billy are paid continuously. Any delay or other failure in payment which results in a suspension, termination or other deactivation of your account may result in your monthly subscription fee being reactivated at our then-current list price which will be higher than the special or discounted price you previously paid. Please visit our website for details of our pricing.

7. Restrictions on your use of Billy

7.1 The following list gives examples of things you must not do with Billy:

- 7.1.1 you must not introduce any viruses or harmful technology to Billy;
- 7.1.2 you must not try to gain unauthorised access to Billy or any underlying technology;
- 7.1.3 you must not try to affect the availability of Billy to our users (sometimes called 'a denial-of-service attack');
- 7.1.4 unless you are an IBBS Partner or except as expressly permitted in this agreement, you must not give anyone else any right (of any kind) to use or benefit from Billy in any way or provide Billy to others. For example, you cannot use Billy with someone else's information to provide a service to them;
- 7.1.5 you may not use Billy to help you develop your own software. For example, you must not use or copy all or any part of Billy's 'graphical user interface', 'operating logic' or 'database structure' for it to be part of, or to develop, any software or other product or technology, unless that use or copying is allowed by law.

7.2 It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of Billy. In general, we will not tolerate any use which damages or is likely to damage our business or reputation, the availability or integrity of Billy or which causes us or threatens to cause us to incur any legal, tax or regulatory liability. We will also not tolerate any conduct by you which is (or we reasonably deem to be) offensive, malicious, threatening, intimidating or otherwise unacceptable behaviour ("**Unacceptable Conduct**"). If we consider you have participated in any Unacceptable Conduct, we may end this agreement by giving you 20 days' notice in writing. In these circumstances you will not be entitled to a refund of any amounts you have paid to us in advance for your subscription period.

8. Our promises relating to Billy

8.1 Whilst we aim to provide uninterrupted use of Billy, unfortunately we can't guarantee this, for example, some interruptions may be caused by reasons outside our control and in such circumstances, we will not be responsible for any failure to perform our obligations in this agreement, and we will be excused from that failure for so long as those circumstances continue.

8.2 We do not promise:

8.2.1 that Billy will be compatible with your web browser or computer set-up;

8.2.2 that Billy will meet your own needs;

8.2.3 that you will be able to use Billy in any particular way;

8.2.4 that you will get particular outputs from Billy;

8.2.5 the standard of the results you get from using Billy; or

8.2.6 that, where you use our technical support services, we will be able to fix your problem or remedy your issue.

The fact that you have told our representative about how you intend to use Billy will not affect this clause as Billy has been developed for many different types of users, and you are responsible for setting up and accessing Billy so that you can use it in the way you need, and as best suits your circumstances.

8.3 You are solely responsible for obtaining and maintaining your internet and network connections and any associated problems are your responsibility.

8.4 We will take reasonable steps to make sure that Billy is free from viruses but we cannot guarantee this. We recommend that you use your own virus-protection software as we will not be responsible for any loss or damage caused by any viruses or other harmful technology that may infect your computer systems, data or other material owned by you.

8.5 You are responsible for controlling who can access your Billy account. We advise that you don't allow anyone else to use your sign in information and that you change your password at regular intervals.

8.6 From time to time we may temporarily suspend access to Billy, for maintenance, repairs or other reasons. We will try to do this outside normal business hours and provide advance notice but this might not always be possible. If we become aware that there is an issue with Billy which affects you we may contact you to discuss the steps required to remedy that issue. You agree to provide all reasonable assistance in helping us remedy that issue.

8.7 We promise that we will use our reasonable skill and care to provide any service to you under this agreement.

8.8 This agreement describes all of our promises relating to Billy. Unless this agreement says otherwise, we are not bound by any other contract terms, warranties or other type of promise. If, under any law, a particular term, warranty or other type of promise relating to Billy would automatically be included in this agreement, we will only be bound by that term, warranty or promise to the extent prescribed by law.

9. Data Protection

9.1 For the purposes of this agreement, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data ("**Customer Personal Data**") and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy and quality.

9.2 You warrant and represent that:

9.2.1 you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;

9.2.2 you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to us regarding persons other than yourself;

9.2.3 you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:

9.2.3.1 you to disclose the Customer Personal Data to us;

9.2.3.2 us to Process the Customer Personal Data for the purposes set out in this agreement; and

9.2.3.3 us to disclose the Customer Personal Data to: (a) our agents, service providers and other companies within the IBBS group of companies; (b) law enforcement agencies; (c) any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and (d) any other person who has a legal right to require disclosure of the information, including where the recipients of the Customer Personal Data are outside the European Economic Area.

9.3 To the extent that Billy Processes any Customer Personal Data, the terms of Appendix A shall apply and the parties agree to comply with such terms.

- 9.4 Where, and to the extent we Process your Personal Data as a Data Controller in accordance with our Privacy Notice, we shall comply with all Data Protection Laws applicable to us as Data Controller.
- 9.5 You agree that we may record, retain and use Customer Data generated and stored during your use of the Service (including Customer Personal Data, which we shall Process as Data Controller as set out in our Privacy Notice, on the basis of our legitimate business interests), in order to:
- 9.5.1 deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of Billy;
 - 9.5.2 carry out research and development to improve our, and our Affiliates', services, products and applications;
 - 9.5.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other Billy customers;
 - 9.5.4 provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience, provided that Billy shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual. If at any time you do not want us to use Customer Data in the manner described in this clause 9.5, please contact us at the email address set out in the Privacy Notice.

10. Anti-Bribery and Corruption

- 10.1 Each party will and will procure that persons associated with them:
- 10.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements");
 - 10.1.2 not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
 - 10.1.3 not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;
 - 10.1.4 promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this agreement;
 - 10.1.5 have and maintain in place during the term of this agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

11. Technical support and how we may access your Billy account

- 11.1 During the period of your subscription, we aim to give you 8-hour technical support 5 days a week (although there may be times where we are unable to do this for reasons outside our control) covering problems you may have using Billy. We may provide this by telephone, email, web-chat, remote assistance (where we will access your account and data online) or self-help online support as described in the Help Section of Billy. You grant us the right to access your systems to provide such support. If we do not have this access we may not be able to provide you with support.
- 11.2 We may release enhancements or provide additional features to Billy (“Updates”). The frequency and how we provide any Updates to you will be at our discretion. We may tell you when we are going to provide such Updates via a notification in Billy or by sending an email to you.
- 11.3 We will not at any time give you technical support or other assistance for any hardware, third-party software, services or other equipment used with Billy.

12. Intellectual Property Rights

- 12.1 Although you have rights to use Billy as described in this agreement, you do not own any of the intellectual property rights in Billy or any of its related products and services. We (or the third party from whom we obtain our rights if we are not the owner) continue to own the intellectual property rights in Billy and any related products and services, including any software we provide to replace all or part of Billy. The only rights you have to Billy are as set out in this agreement.
- 12.2 You undertake not to use IBBS’s or Billy’s name or brand in any promotion or marketing or other announcement without our prior written agreement.

13. Our liability and responsibility to you if something goes wrong

- 13.1 This clause sets out our entire liability to which arises out of or in connection with this agreement whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise.
- 13.2 Subject to clauses 13.4 and 13.5, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising under or in connection with this agreement will be limited to paying you an amount which is equal to the total of all fees you have paid to us for your use of the relevant Billy

product subscription during the 12 month period immediately preceding the date on which the claim arose (such relevant Billy product subscription being the product forming the subject matter of the claim).

13.3 Subject to clauses 13.4 and 13.5, we will not be responsible whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any of the following (even if we knew or should have known there was a possibility you could suffer or incur such loss or damage):

13.3.1 loss of profit, business or revenue and/or depletion of goodwill or similar losses;

13.3.2 loss of use or loss of or damage to data/information inputted by you into Billy;

13.3.3 any interruption to your business or damage to information, however that interruption or damage is caused;

13.3.4 losses you suffer as a result of using Billy other than as described in the relevant documents or instructions; and/or

13.3.5 any loss or damage which we could not have reasonably known about at the time you entered into this agreement including, without limitation any special, indirect or consequential loss or damage.

13.4 Nothing in this agreement will exclude or limit our liability for:

13.4.1 fraud;

13.4.2 death of or personal injury to any person as a result of our negligence; or

13.4.3 any other matter which cannot be excluded or limited under applicable law.

13.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent, permitted by law, excluded from this agreement.

13.6 Your and our responsibilities under this agreement are reasonable because they reflect that:

13.6.1 we cannot control how, and for what purposes, you use Billy;

13.6.2 we have not developed Billy specifically for you; and

13.6.3 although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure that Billy is problem or error free.

14. How this agreement may be brought to an end and what happens on termination

14.1 We may end this agreement:

14.1.1 immediately if we or your IBBS Partner (if appropriate) do not receive your subscription fee or any other fees due to us under this agreement by the relevant due date; or

14.1.2 at any time on giving you at least 90 days' notice and if we do, we will refund to you any amounts you have paid in advance for the applicable subscription period calculated from the date of termination.

14.2 You may end this agreement at any time on giving us at least 90 days' notice by sending us an email to support@islandbridgebillingsystems.ie or by notifying your IBBS Partner (where your IBBS Partner has set up your Billy account). If you end this agreement, we will confirm the date that this agreement will end. We will not give you a refund for any amounts you have paid in advance for the applicable subscription period, and you must immediately pay all amounts you owe to us (or your IBBS Partner (as the case may be)) by the date this agreement ends. If you continue to use Billy after the expiry of any subscription period we will be entitled to charge you for such use at our then current applicable fees.

14.3 If you choose not to pay the subscription fee to continue to use Billy at the end of any trial period your access to Billy will immediately end.

14.4 If you or we discover that the other has done something which is not allowed by this agreement, or has not done something that must be done, the one making such discovery can give the other written notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who made the discovery may end this agreement upon giving the other notice in writing.

14.5 This agreement will automatically (i.e. without us having to tell you) and immediately end without refund if you or your IBBS Partner become bankrupt (or something similar happens) or your business or that of your IBBS Partner is not able to pay its debts, stops trading or becomes insolvent (or something similar happens). In those circumstances we will have no further obligation to you under this agreement and any monies due from you will become immediately due and payable.

14.6 No matter how this agreement ends, the information you store in Billy remains your information (even if inputted by your IBBS Partner) and you can access it in a format provided by Billy before the end of this agreement. If you (or your IBBS Partner) wish to access your information after this agreement has ended, you agree to pay our reasonable charges for that access.

- 14.7 In addition to our rights to end this agreement, we may also suspend your use of Billy at any time if we (or your IBBS Partner if applicable) do not receive payment in full when due or if we suspect that you or your IBBS Partner has breached any part of this agreement.
- 14.8 Any suspension of your Billy account will continue until such time that the breach in question has been remedied to our reasonable satisfaction and/or we have received payment from you in full. Where we suspend or terminate your use of Billy under this clause, we may at our discretion agree to reactivate your account subject to you paying to us a reactivation fee. In accordance with clause 6.8 above, if you received Billy at a special or discounted price your monthly subscription fee may be reactivated at our then-current list price which will be higher than the special or discounted price you previously paid. Please visit our Website for details of our pricing.

15. What else do you need to know?

- 15.1 If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the rest of this agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 15.2 If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.
- 15.3 This agreement and the documents we refer to above constitute the entire agreement between you and us for your use of Billy, and replaces all documents, information and other communications (whether spoken or written) between us for such use.
- 15.4 As specified in clause 6.3, this agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this agreement at any time without your consent.
- 15.5 A person who is not a party to this agreement has no right to enforce any term of it.
- 15.6 Where either party is required to notify the other party by email, the party shall be deemed to have received the email on the first business day following transmission.
- 15.7 This agreement is governed by the laws of Ireland and you and we both agree that the courts of Ireland will be the only courts that can decide on legal disputes or claims about this agreement.

Appendix A – Data Protection

A. 1. Interpretation

Where there is any inconsistency between the terms of this Appendix A and any other terms of this agreement, the terms of Appendix A shall take precedence.

A. 2. Processing of Personal Data

- a. During the term of this agreement we warrant and represent that we:
 - i. shall comply with the Data Protection Laws applicable to us whilst any Personal Data is in our control;
 - ii. when acting in the capacity of a Data Processor, shall only Process Personal Data:
 - 1. as is necessary for the provision of Billy under this agreement and the performance of our obligations under this agreement; or
 - 2. otherwise on your documented instructions.

A. 3. Our Obligations

- a. We shall:
 - i. taking into account the nature of the Processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests from individuals for exercising Data Subjects' rights; and
 - ii. taking into account the nature of the Processing, and the information available to us, provide reasonable assistance to you in ensuring compliance with your obligations relating to:
 - 1. notifications to Supervisory Authorities;
 - 2. prior consultations with Supervisory Authorities;
 - 3. communication of any breach to Data Subjects; and
 - 4. privacy impact assessments.

A. 4. Personnel

- a. We shall:

- i. We shall: take reasonable steps to ensure the reliability of any personnel who may have access to the Personal Data;
 - ii. We shall: ensure that access to the Personal Data is strictly limited to those individuals who need to know and/or access the Personal Data for the purposes of this agreement; and
 - iii. We shall: ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- b. If so required by Data Protection Laws, IBBS shall appoint a data protection officer and make details of the same publicly available.

A. 5. Security and Audit

- a. We shall implement and maintain appropriate technical and organisational security measures appropriate to the risks presented by the relevant Processing activity to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage or disclosure. Such measures include, without limitation, the security measures set out in clause c below.
- b. Subject to any existing obligations of confidentiality owed to other parties, we shall make available to you all information reasonably necessary to demonstrate compliance with the obligations set out in this Appendix B, which may include a summary of any available third party security audit report, or shall, at your sole cost and expense (including, for the avoidance of doubt any expenses reasonably incurred by us), allow for and contribute to independent audits, including inspections, conducted by a suitably-qualified third party auditor mandated by you and approved by us.
- c. IBBS operates, maintains and enforces an information security management programme (“Security Program”) which is consistent with recognised industry best practice. The Security Program contains appropriate administrative, physical, technical and organisational safeguards, policies and controls in the following areas:
 1. information security policies;
 2. organisation of information security;
 3. human resources security;
 4. asset management;
 5. access control;
 6. cryptography;
 7. physical and environmental security;
 8. operations security;
 9. communications security;
 10. system acquisition, development and maintenance; supplier relationships;
 11. supplier relationships;

12. information security incident management;
13. information security aspects of business continuity management;
14. legislative, regulatory and contractual compliance.

A. 6. Data Breach

- a. We shall notify you if we become aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data arising from our, or our sub-processors, acts or omissions.

A. 7. Transfer of Personal Data outside the EEA

- a. We will not transfer personal data outside the EEA.

A. 8. Return and deletion

- a. At your option, we shall delete or return all Personal Data to you at the end of the provision of Billy and delete all existing copies of Personal Data unless we are under a legal obligation to require storage of that data or we have another legitimate business reason for doing so.

A. 9. Use of Sub-Processors

- a. You agree that we have general authority to engage third parties, partners, agents or service providers, including our Affiliates, to Process Personal Data on your behalf in order to provide the applications, products, services and information you have requested or which we believe is of interest to you ("**Approved Sub-Processors**"). We shall not engage a sub-processor to carry out specific Processing activities which fall outside the general authority granted above without your prior specific written authorisation and, where such other sub-processor is so engaged, we shall ensure that the same obligations set out in this Appendix A shall be imposed on that sub-processor.
- b. We shall be liable for the acts and omissions of any Approved Sub-Processor to the same extent we would be liable if performing the services of each Approved Sub-Processor directly under the terms of this agreement.

Appendix B – Privacy Notice

Last updated: August 2020

Please read this privacy notice (“Privacy Notice”) carefully as it describes our collection, use, disclosure, retention and protection of your personal information. This Privacy Notice applies to any website, application or service which references this Privacy Notice. Where you provide us with or we collect your personal information in any of the ways described in section B. 2 below, you agree that we may collect, store and use it: (a) in order to perform our contractual obligations to you; (b) based on our legitimate interests for processing (i.e. for internal administrative purposes, data analytics and benchmarking (see section B. 3 below for more information), direct marketing, maintaining automated back-up systems or for the detection or prevention of crime); or (c) based on your consent, which you may withdraw at any time, as described in this Privacy Notice.

This Privacy Notice may be relevant to you even if you are not a customer of ours, and have never used a website, application or service of ours. We may have your personal information because we have received it from a user of a website, application or service of ours.

B. 1. Who we are

This Privacy Notice applies to all products, applications and services offered by Island Bridge Billing Systems Limited (“**IBBS**”) (a company registered in Ireland with number 641493, registered office: Sandwith House, 52 Sandwith Street Lower, Dublin, D02 WR26, Ireland), and its affiliates, but excludes any products, applications or services that have separate privacy notices which do not incorporate this Privacy Notice.

B. 2. How we collect information

To the extent permissible under applicable law, we collect information about you and any other party whose details you provide to us when you:

- register to use our websites, applications or services (including free trials); this may include your name (including business name), address, email address and telephone number. We may also ask you to provide additional information about your business and your preferences;
- place an order using our websites, applications or services; this may include your name (including business name), address, contact (including telephone number and email address) and payment details;
- use our applications, which may include the collection of metadata;
- complete online forms (including call back requests), take part in surveys, post on our message boards, post any blogs, enter any competitions or prize draws, download information such as white papers or other publications or participate in any other interactive areas that appear on our website or within our application or service;

- interact with us using social media;
- interact with us through our chatbots;
- provide your contact details to us when registering to use or accessing any websites, applications or services we make available or when you update those details; and
- contact us offline, for example by telephone, fax, SMS, email or post.

We also collect information from your devices and applications you or your users use to access and use any of our websites, applications or services (for example, we may collect the device identification number and type, location information and connection information such as statistics on your page views, traffic to and from the sites, referral URL, ad data, your IP address, your browsing history and your web log information). We may do this using cookies or similar technologies (as described in section B. 11 below).

We may enhance personal information we collect from you with information we obtain from third parties that are entitled to share that information; for example, information from credit agencies, search information providers or public sources (e.g. for customer due diligence purposes), but in each case as permitted by applicable laws.

Providing us with information about others

If you provide us with personal information about someone else, you are responsible for ensuring that you comply with any obligation and consent obligations under applicable data protection laws in relation to such disclosure. In so far as required by applicable data protection laws, you must ensure that you have provided the required notices and have obtained the individual's explicit consent or otherwise have a legal basis to provide us with the information and that you explain to them how we collect, use, disclose and retain their personal information or direct them to read our Privacy Notice.

B. 3. How we use your information

To the extent permissible under applicable law, we use your information to:

- provide any information and services that you have requested or any applications or services that you have ordered;
- compare information for accuracy and to verify it with third parties;
- provide, maintain, protect and improve any applications, products, services and information that you have requested from us;
- manage and administer your use of applications, products and services you have asked us to provide;
- manage our relationship with you (for example, customer services and support activities);
- monitor, measure, improve and protect our content, website, applications and services and provide an enhanced, personal, user experience for you;
- undertake internal testing of our website, applications, systems and services to test and improve their security, provision and performance, in which case, we would pseudonymise any information used for such purposes, and ensure it is only

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displayed at aggregated levels which will not be linked back to you or any living individual;

- provide you with any information that we are required to send you to comply with our regulatory or legal obligations;
- comply with any other of our regulatory or legal obligations;
- detect, prevent, investigate or remediate, crime, illegal or prohibited activities or to otherwise protect our legal rights (including liaison with regulators and law enforcement agencies for these purposes);
- contact you to see if you would like to take part in our customer research (for example, feedback on your use of our applications, products and services);
- to monitor, carry out statistical analysis and benchmarking, provided that in such circumstances it is on an aggregated basis which will not be linked back to you or any living individual except as permitted by law;
- deliver targeted advertising, marketing (which may include in-product messaging) or information to you which may be useful to you, based on your use of our applications and services;
- deliver joint content and services with third parties with whom you have a separate relationship (for example, social media providers); and
- provide you with location-based services (for example, advertising and other personalised content), where we collect geo-location data.

To the extent permitted by applicable law, we retain information about you after the closure of your Billy account, if your application for a Billy account is declined or if you decide not to proceed. This information will be held and used for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.

Our website, applications (including mobile applications) and services may contain technology that enables us to:

- check specific information from your device or systems directly relevant to your use of the websites, applications or services against our records to make sure the websites, applications or services are being used in accordance with our end-user agreements and to troubleshoot any problems;
- obtain information relating to any technical errors or other issues with our website, applications and services;
- comply with our legal or regulatory obligations;
- collect information about how you and users use the functions of the features of our website, applications and services; and
- gather statistical information about the operating system and environment from which you access our applications or services.

You can manage your privacy settings within your browser or our applications and services (where applicable).

In addition to the purposes described in this section B. 3, we may also use information we gather to deliver targeted advertising, marketing (including in-product messaging) or information to you which may be useful, based on your use of the website, applications or

services or any other information we have about you (depending on the websites, applications or services, you may be able to configure these features to suit your preferences). Sections B. 5 and B. 6 of this Privacy Notice provides further details on how we will do this.

We may monitor and record our communications with you, including e-mails and phone conversations. Information which we collect may then be used for training purposes, quality assurance, to record details about our website, applications and services you order from us or ask us about, and in order to meet our legal and regulatory obligations generally.

Mobile data

We may obtain information through mobile applications that you or your users install on their mobile devices to access and use our website, applications or services or which you or your users use to provide other services related to that mobile application (for example, to sync information from our application or service with such mobile application). These mobile applications may be our own mobile applications or those belonging to third parties. Where the mobile application belongs to a third party, you must read that third party's own privacy notice as it will apply to your use of that third party mobile application. We are not responsible for such third party mobile applications and their use of your personal information.

Mobile applications may provide us with information related to a user's use of that mobile application and use of our applications and services accessed using that mobile application. We may use such information to provide and improve the mobile application or our own application or services. For example, activity undertaken within a mobile application may be logged.

You can configure our mobile application's privacy settings on your device but this may affect the performance of that mobile application and the way it interacts with our applications and services.

Data analytics and benchmarking

We may use information generated and stored during your use of our services for our legitimate business interests to enable us to give you the best service and/or solutions and the best experience. These purposes include to:

- deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of services;
- carry out research and development to improve our services, products and applications;
- develop and provide new and existing functionality and services (including statistical analysis, benchmarking, insights, receipt recognition and cashflow forecasting services); and
- provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience.

Please be aware that our use may include personal information of your individual clients, suppliers, employees and other individuals whose information you input into any of our websites, applications or services.

Any individual whose personal information we process has the right to object to processing based on our legitimate interests, and if you wish to do so, please contact us at support@islandbridgenetworks.ie.

B. 4. Sharing your information

We may share your information with:

- our service providers and agents (including their sub-contractors) or third parties which process information on our behalf (e.g. internet service and platform providers, payment processing providers and those organisations we engage to help us send communications to you) so that they may help us to provide you with the applications, products, services and information you have requested or which we believe is of interest to you;
- partners, including system implementers, resellers, value-added resellers, independent software vendors and developers that may help us to provide you with the applications, products, services and information you have requested or which we believe is of interest to you;
- third parties used to facilitate payment transactions, for example clearing houses, clearing systems, financial institutions and transaction beneficiaries;
- third parties where you have a relationship with that third party and you have consented to us sending information (for example social media sites or other third party application providers);
- third parties for marketing purposes (e.g. our partners and other third parties with whom we work and whose products or services we think will interest you in the operation of your business activities. For example, financial services organisations (such as banks, insurers, finance providers), payment solutions providers, software and services providers that provide business solutions);
- credit reference and fraud prevention agencies;
- Government bodies, regulators and any other third party necessary to meet our legal and regulatory obligations;
- law enforcement agencies so that they may detect or prevent crime or prosecute offenders;
- any third party in the context of actual or threatened legal proceedings, provided we can do so lawfully (for example in response to a court order);
- any third party in order to meet our legal and regulatory obligations, including statutory or regulatory reporting or the detection or prevention of unlawful acts;
- our own professional advisors and auditors for the purpose of seeking professional advice or to meet our audit responsibilities;
- another organisation if we sell or buy (or negotiate to sell or buy) any business or assets;
- another organisation to whom we may transfer our agreement with you; and
- Government departments where reporting is mandatory under applicable law.

We may share non-personally identifiable information about the use of our website, applications, products or services publicly or with third parties but this will not include information that can be used to identify you.

B. 5. Marketing

From time to time, we may use your information to contact you with details about our applications, products and services which we feel may be of interest to you. We may also share your information with our group companies so that they (or we) may contact you with information about their products or services which we feel may be of interest to you. We or they may wish to contact you for this purpose by telephone, post, SMS or email. You have the right at any time to stop us from contacting you for marketing purposes. You may also request at any time that we do not share your information with third parties referred to in this paragraph. If you wish to exercise these rights you can do so by selecting your contact preferences at the point where you provide us with your information on our websites, applications or services, using any preference centres we give you access to or by sending us an email to support@islandbridgebillingsystems.ie. You can also unsubscribe from any email marketing using the links provided in the emails we send to you.

B. 6. Your information and your rights

If you are based within the EEA or within another jurisdiction having similar data protection laws, in certain circumstances you have the following rights:

- the right to be told how we use your information and obtain access to your information;
- the right to have your information rectified or erased or place restrictions on processing your information;
- the right to object to the processing of your information e.g. for direct marketing purposes or where the processing is based on our legitimate interests;
- the right to have any information you provided to us on an automated basis returned to you in a structured, commonly used and machine-readable format, or sent directly to another company, where technically feasible (“data portability”);
- where the processing of your information is based on your consent, the right to withdraw that consent subject to legal or contractual restrictions;
- the right to object to any decisions based on the automated processing of your personal data, including profiling; and
- the right to lodge a complaint with the supervisory authority responsible for data protection matters (e.g. in Ireland, the Data Protection Commissioner’s Office).

If we hold any information about you which is incorrect or if there are any changes to your details, please let us know by so that we can keep our records accurate and up to date.

If you withdraw your consent to the use of your personal information for purposes set out in our Privacy Notice, we may not be able to provide you with access to all or parts of our website, applications, and services.

We will retain your personal information for the duration of our business relationship and afterwards for as long as is necessary and relevant for our legitimate business purposes, in accordance with the IBBS Data Retention, Marking and Destruction Policy or as otherwise permitted by applicable laws and regulations. Where we no longer need your personal information, we will dispose of it in a secure manner (without further notice to you).

B. 7. Changes to this Privacy Notice

We may change this Privacy Notice from time to time. However we will not reduce your rights under this Privacy Notice. We will always update this Privacy Notice on our website, so please try to read it when you visit the website (the 'last updated' reference tells you when we last updated this Privacy Notice).

B. 8. Security and storage of information

We will keep your information secure by taking appropriate technical and organisational measures against its unauthorised or unlawful processing and against its accidental loss, destruction or damage. We will do our best to protect your personal information but we cannot guarantee the security of your information which is transmitted to our website, applications or services or to other website, applications and services via an internet or similar connection. If we have given you (or you have chosen) a password to access certain areas of our websites, applications or services please keep this password safe – we will not share this password with anyone.

If you believe your account has been compromised, please contact us at support@islandbridgebillingsystems.ie.

B. 9. Transfers outside of the European Economic Area

Personal information in the European Union and the EEA is protected by data protection laws but other countries do not necessarily protect your personal information in the same way.

We will not host or store Billy databases outside of Ireland.

We may use service providers based outside of the EEA to help us provide our website, applications and services to you (for example, platform and payment providers who help us deliver our applications and services, or advertising or execute your payments) and this means that we may transfer your information to service providers outside the EEA for the purpose of providing our applications, advertising and services to you.

We take steps to ensure that where your information is transferred outside of the EEA by our service providers and hosting providers, appropriate measures and controls in place to protect that information in accordance with applicable data protection laws and regulations.

By using our website, products or services or by interacting with us in the ways described in this Privacy Notice, you consent to the transfer of your information outside the EEA in the

circumstances set out in this Privacy Notice. If you do not want your information to be transferred outside the EEA you should not use our website, applications or services.

B. 10. Other sites and social media

If you follow a link from our website, application or service to another site or service, this Privacy Notice will no longer apply. We are not responsible for the information handling practices of third party sites or services and we encourage you to read the privacy notices appearing on those sites or services.

Our websites, applications or services may enable you to share information with social media sites, or use social media sites to create your account or to connect your social media account. Those social media sites may automatically provide us with access to certain personal information retained by them about you (for example any content you have viewed). You should be able to manage your privacy settings from within your own third party social media account(s) to manage what personal information you enable us to access from that account.

B. 11. Cookies, Analytics and Traffic Data

Cookies are small text files which are transferred from our websites, applications or services and stored on your device. We use cookies to help us provide you with a personalised service, and to help make our websites, applications and services better for you.

Our cookies may be **session cookies** (temporary cookies that identify and track users within our websites, applications or services which are deleted when you close your browser or leave your session in the application or service) or **persistent cookies** (cookies which enable our websites, applications or services to “remember” who you are and to remember your preferences within our websites, applications or services and which will stay on your computer or device after you close your browser or leave your session in the application or service).

We use the following different types of cookies:

Strictly necessary cookies

These are cookies which are needed for our websites, applications or services to function properly, for example, these cookies allow you to access secure areas of our website or to remember what you have put into your shopping basket.

Performance cookies and analytics technologies

These cookies collect information about how visitors and users use our websites, applications and services, for instance which functionality visitors use most often, and if they get error messages from areas of the websites, applications or services. These cookies don't collect information that identifies a visitor or user. All information these cookies collect is aggregated and therefore anonymous. We only use these cookies to improve how our website, applications and services work.

Functionality cookies

These cookies allow our websites, applications and services to remember choices you make (such as your user name, language or the region you are in) and provide enhanced, more personal features. These cookies can also be used to remember changes you have made to text size, fonts and other parts of web pages that you can customise. They may also be used to provide services you have asked for. The information these cookies collect may be anonymised and they cannot track your browsing activity on other websites.

IP Address and traffic data

We keep a record of traffic data which is logged automatically by our servers, such as your Internet Protocol (IP) address, device information, the website that you visited before ours and the website you visit after leaving our site. We also collect some site, application and service statistics such as access rates, page hits and page views. We are not able to identify any individual from traffic data or site statistics.

B. 12. Further information

If you have any queries about how we treat your information, the contents of this Privacy Notice, your rights under local law, how to update your records or how to obtain a copy of the information that we hold about you, please write to our Chief Data Protection Officer, at Island Bridge Billing Systems Limited, Sandwith House, 52 Sandwith Street Lower, Dublin, D02 WR26, Ireland or send an email to support@islandbridgebillingsystems.ie.