



Dataro Terms & Conditions of Use

Version 2.2 (United Kingdom)

Last Updated August 2023

You Agree to our Terms & Conditions

1. The Dataro Service is owned and operated by Dataro. Please read these Terms & Conditions carefully before using the Dataro Service. By signing a Dataro order form or statement of work which references these Terms & Conditions or by signing up for any part of the Dataro Service through online registration or another ordering document (each, an **Order Form**), you agree that you accept these Terms & Conditions which together with the Order Form form a binding legal agreement governing your use of the Dataro Service (**Agreement**).
2. If these Terms & Conditions are inconsistent with an Order Form signed by you and agreed by Dataro, the Order Form shall prevail to the extent of the inconsistency. Special Conditions may be added to the Agreement by incorporation in an Order Form. No additional terms or conditions may be imposed on Dataro unless agreed by Dataro in writing.
3. To use the Dataro Service you must have the right and authority to agree to these Terms & Conditions, including, where relevant, the authority of any organisation you represent. If you are using the Dataro Service on behalf of a legal entity, you warrant and represent that you are authorised to enter into this Agreement on behalf of that legal entity, which will be bound by this Agreement.

The Dataro Service

4. The Dataro Service is comprised of Dataro's software, applications, processes, methodologies, products and services and includes:
 - a. our 'propensity modelling' software products and CRM Integrations, whereby customers can transmit data to Dataro, access tools and analytics, and receive propensity scores; and
 - b. other associated products and services provided to you by Dataro, focussed primarily on data-science services for fundraising and/or marketing optimisation,(together, the **Dataro Service**).
5. We are constantly developing the Dataro Service, so we reserve the right to change the Dataro Service and the products and services available at any time, provided such changes do not materially reduce the performance of the Dataro Service as ordered by you. We make no representation that the Dataro Service (or any element of it) is appropriate or available for use in all locations, at all times, or by all organisations. For new or updated products or services, additional terms may apply and we will notify you of those terms before you start using those products or services.

Accessing the Dataro Service and Your Account

6. Subject to these Terms & Conditions, you may subscribe for and Dataro will provide you with a subscription to the Dataro Service (or elements of it) as ordered by you in an Order Form agreed by us. You agree to use the Dataro Service only as permitted by these Terms & Conditions and any applicable law or regulation.

7. Dataro may impose certain limitations on your use of the Dataro Service and the features available to you, depending on which subscription products or services you have ordered. You may be given the option to order additional features and access to such features will commence on the date agreed in an Order Form.
8. In order to use aspects of the Dataro Service, you must apply for and register an account. Dataro reserves the right to refuse or cancel registration of an account for any reason. You are responsible for any activity on your account and for maintaining the security of your account details and passwords. You agree to immediately notify Dataro of any unauthorised use of your account. Dataro will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.
9. Dataro will make the Dataro Service available to you as ordered in an Order Form for the duration of your subscription. However, we reserve the right to suspend or terminate your access to the Dataro Service: (i) for scheduled or emergency maintenance; (ii) if you are in breach of this Agreement, including failure to pay any amounts due to Dataro; or (iii) if we reasonably believe that you are misusing, abusing or tampering with the Dataro Service (or any element thereof). We reserve our rights to seek damages or other compensation in such circumstances. Where scheduled or emergency maintenance results in a service outage or material reduction of more than 14 consecutive days, you will be entitled to terminate this Agreement by written notice to us and to receive a pro-rata refund for the unused portion of your subscription.
10. Dataro will provide reasonable support for your use of the Dataro Service during our normal business hours, including online support and a key contact. We may also make available additional setup, maintenance and support services. Additional fees and terms may apply for such services, as agreed between the parties in an Order Form.

Trial periods

11. Dataro may offer you limited access to the Dataro Service for a Trial Period. During any Trial Period, Dataro reserves the right to suspend or cease providing the Dataro Service (or any part thereof) to you, either temporarily or permanently. You must agree to an Order Form with Dataro before the end of the Trial Period in order to retain access to the Dataro Service and any associated data.

Your responsibilities and warranties

12. You will cooperate with Dataro in connection with the performance of this Agreement by making available such personnel, materials, information and assistance as we reasonably require to provide the Dataro Service. Where our services include a CRM Integration, this may include providing Administrator level system access (or similar) to your CRM as required.
13. You warrant and represent that:
 - a. any Client Materials or information made available to Dataro, and the use by Dataro of any such Client Materials or information, will not infringe the rights (including intellectual property, contract or privacy rights) of any third party;
 - b. the Client Materials will not contain any viruses, trojans or other malicious code;
 - c. where you upload or make available to Dataro any databases or Customer Data, you have full legal right and authority to provide such materials to Dataro for use as contemplated in this Agreement, without the need for Dataro to obtain further consent from any third party.

14. You agree that you will NOT (and will not instruct any third party to):
- a. decompile, reverse engineer, disassemble, convert or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Dataro Service or any software, documentation or data related to the Dataro Service;
 - b. modify, translate, or create derivative works based on the Dataro Service or resell, rent, lease, licence or seek to commercialise any element of the Dataro Service;
 - c. attempt to defeat, disable or circumvent any security feature of the Dataro Service;
 - d. subscribe or unsubscribe any organisation to any product or service available via the Dataro Service unless you are expressly authorised by such organisation to do so;
 - e. use any information generated using the Dataro Service to post, send, transmit or otherwise make available any unsolicited or unauthorized email or SMS messages, promotional materials, junk mail or spam. You are solely responsible for your marketing and fundraising communications and their legality under all laws and regulations; or
 - f. copy, distribute, modify or make derivative works of any Dataro Material or use any of Dataro's Intellectual Property Rights in any way not expressly permitted by Dataro.

15. Dataro warrants and represents that:

- a. any Dataro Materials made available to you, and the use by you in accordance with this Agreement of any such Dataro Materials, will not infringe the rights (including intellectual property, contract or privacy rights) of any third party; and
- b. the Dataro Materials will not contain any viruses, trojans or other malicious code.

Payment of Fees

16. You agree to pay Dataro the fees stated in an Order Form. All payments are to be made in accordance with the payment schedule and method of payment specified in the Order Form. Unless otherwise agreed, all amounts invoiced are due within thirty (30) days of the date of invoice.
17. All fees agreed in an Order Form are exclusive of taxes (including VAT). Taxes will be invoiced or charged as applicable, and you agree to pay any such taxes in addition to the fees.
18. If payment to Dataro is made via credit card, you undertake that you are an authorised user of the card, that the card details provided are current, correct and complete and that your nominated card will cover the full amount of the charges.
19. If you fail to pay fees on time or we are unable to successfully process your payment (as applicable), we reserve the right to charge a late payment fee calculated at a rate of 10 percent (10%) per annum but no less than £10.00 per month. This amount represents a genuine and reasonable pre-estimate of costs associated with managing and processing late payments. Without limiting our rights, if you fail to pay any fees within the timeframe and in the manner required, we reserve the right to suspend or terminate your access to the Dataro Service.
20. You and Dataro (as applicable) will give prompt written notice to the other of:

- a. any request or demand for any improper financial or other advantage received by it under or in connection with this Agreement; and
 - b. any improper financial or other advantage it gives or intends to give whether directly or indirectly in connection with this Agreement.
21. You and Dataro will each provide assistance and information to the other, as the other may reasonably request, to enable compliance with any activity or action required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of verifying each of your and Dataros compliance (as applicable) with any applicable anti-bribery, anti-corruption or anti-slavery laws.

Intellectual Property Rights

22. Dataro owns all Intellectual Property Rights in the Dataro Material. Nothing in this Agreement transfers any ownership rights or Intellectual Property Rights in the Dataro Material to you. Subject to payment of the applicable fees, Dataro grants to you a limited, non-exclusive, non-transferable licence to access and use the Dataro Service as provided or made accessible to you by Dataro for the duration of the Subscription Period. This licence automatically expires at the end of the Subscription Period unless extended or terminated in accordance with this Agreement.
23. You (or your licensors) will own all Intellectual Property Rights in the Client Material. You grant to Dataro a non-exclusive, worldwide, royalty-free right and license to use and exploit the Client Material for the purpose of providing the Dataro Service to you and otherwise in accordance with this Agreement. You agree that Dataro may identify your company or organisation name and/or logo as a Dataro customer on client lists, our website, marketing materials and/or press releases. If you wish to be excluded, let us know by emailing: "hello@dataro.io".
24. **Information Licence:** You hereby grant to Dataro a perpetual, worldwide, royalty-free, irrevocable, non-exclusive licence to store, process, transmit, analyse and use data supplied, uploaded or made available to Dataro that has been de-identified or anonymised (including de-identified or anonymised Customer Data, postcode or location, transaction history, communications history, gender, and age data or information), or other information or data made available to Dataro that does not identify an individual or render them reasonably identifiable, for the purposes of Dataro: (a) refining or improving its statistical models; (b) improving its products and services; (c) developing new products and services; and (d) analysing, reporting on and publishing information, trends and benchmarks (including industry trends and benchmarks). For these purposes, Dataro may also aggregate or combine this data or information with other de-identified or anonymised data sources (including from other clients). This licence survives the termination of this Agreement.
25. In order to provide the Dataro Service (or any parts thereof), Dataro may be required to source and utilise Third Party Material. In such circumstances, the Intellectual Property Rights in such Third Party Material is retained by the originator and is released for use by third parties on the basis of a non-exclusive licence. You acknowledge that there may be stated, inherent or industry practice-based limitations on the use of such Third Party Material and agree that you will comply with such limitations as notified to you by Dataro in an Order Form.

Your Feedback & Submissions

26. As part of using the Dataro Service, Dataro may provide you with the opportunity to submit comments, information, feedback and ideas regarding our company, products or services (**Feedback**). Any such Feedback will be deemed, at the time of communication to us, the property of Dataro, and Dataro shall

be entitled to full rights of ownership, including without limitation, unrestricted right to use or disclose such Feedback in any form and for any purpose without restriction and without compensation to you.

Confidential Information

27. Each party must take reasonable steps to keep the other party's Confidential Information confidential at all times. Each party agrees: (a) to take the same security precautions to protect against disclosure or unauthorized use of the other party's Confidential Information that the party takes with its own Confidential Information, but in no event less than reasonable precautions; (b) not to, without the prior written approval of the other party, disclose the other party's Confidential Information to any third party (other than a related entity) or use the Confidential Information otherwise than in accordance with this Agreement; and (c) to procure that its employees and agents, and any subcontractors, do not make public, use or disclose the other party's Confidential Information other than in accordance with this Agreement.
28. A party will not be in breach of this clause in circumstances where it is legally compelled to disclose the other party's Confidential Information or where the Confidential Information: (a) was in the public domain at the time of its provision; (b) became part of the public domain after its provision, otherwise than through a disclosure by the other party or any person to whom the other party has disclosed that information; (c) is independently developed by the other party without the use of the disclosing party's information; or (d) is or came lawfully into the possession of the other party otherwise than as a result of a disclosure in breach of an obligation of confidence.
29. These obligations of confidentiality survive the termination of this Agreement.
30. Each party will have the right to disclose the existence but not the terms and conditions of this Agreement (unless such disclosure is approved in writing by both parties prior to such disclosure or is made on a confidential basis to potential investors or acquirors). If the Dataro Service includes a CRM Integration, Dataro may also disclose on a confidential basis to the applicable CRM provider the existence of this Agreement and the fees payable, solely for the purpose of calculating any fees payable to the CRM provider by Dataro (e.g. fees payable for allowing Dataro's CRM Integration).

Privacy and Data Security

31. Each party must: (a) follow the other party's reasonable directions in relation to any Personal Data provided by the other party and comply with the the UK GDPR and Data Protection Act 2018; (b) provide all reasonable assistance requested by the party disclosing the Personal Data to enable it to resolve any inquiry or complaint relating to the Personal Data and (c) immediately notify the other party if it knows of or suspects unauthorised use, copying or disclosure of Personal Data or becomes aware that a disclosure of that Personal Data may be required by law.
32. Dataro's strong preference is that you do not provide any Personal Data about your customers or donors except as required for us to provide the Dataro Service. Without limiting our rights, Dataro may de-identify or delete from Dataro systems any such data that is uploaded to the Dataro Service.
33. By using the Dataro Service, you consent and agree to the collection and use of certain information about you and your use of the Dataro Service. Our privacy policy (as may be amended from time to time) sets out in detail how we process your own Personal Data. Information collected when you use the Dataro Service may include, without limitation, technical or diagnostic information, which we may use and aggregate to maintain, develop, improve and enhance the Dataro Service.

34. You authorise Dataro to collect Customer Data directly from you or your third party providers (such as your CRM), including via CRM Integrations, for the purposes contemplated in this Agreement. Dataro will collect, hold, process and use such Customer Data in accordance with this Agreement and will maintain reasonable commercial and electronic safeguards against the destruction, loss or alteration of, or unauthorised access to, any Customer Data in its possession or control.
35. Where Customer Data is transmitted or made available to Dataro, except where required by law or otherwise approved by you, Dataro will: i) not use the Customer Data other than in accordance with this Agreement; ii) not make the Customer Data available to any third party, other than a subcontractor or processor approved by you; and iii) not remove or transfer the Customer Data to any non-Dataro premises or systems without your prior written approval, including as stated in this Agreement.
36. **GDPR Data Processing Addendum.** Depending upon where your donors are based, for compliance with the UK GDPR and Data Protection Act 2018 Regulation or the (EU) 2016/679 (General Data Protection Regulation), or any successor legislation, Dataro's Data Processing Addendum is incorporated into and forms part of this Agreement. Dataro, as data processor, will comply with your instructions, as data controller, with respect to Personal Data processed by Dataro. The technical and organisational measures for the protection of Personal Data adopted by Dataro will be outlined in the Data Processing Addendum.
37. You acknowledge and agree that, in order to provide the Dataro Service, Dataro utilises cloud infrastructure provided by Amazon Web Services (AWS) and that Customer Data transmitted to Dataro will be processed and stored on AWS infrastructure (with servers physically located in Australia). Dataro will give you reasonable written notice if it elects to change providers.

Third Party Services

38. You acknowledge and agree that parts of the Dataro Service (e.g. CRM Integrations) may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties (**Third Party Services**), such as your CRM provider. We are not responsible for the operation of any Third Party Services or the availability or operation of the Dataro Service to the extent such availability and operation is dependent upon Third Party Services. You are solely responsible for procuring any and all rights necessary for you to access Third Party Services, for complying with any applicable terms or conditions thereof, and for all fees payable to your third party providers. We do not make any representations or warranties with respect to Third Party Services. Any exchange of data or other interaction between you and a third party provider is solely between you and such third party provider and is governed by such third party's terms and conditions.

Liability and Indemnity

39. **Mutual Indemnity:** Each Party (the "**Indemnifying Party**") agrees to indemnify and hold harmless the other (and the other's associated entities, employees, agents and directors) (the "**Indemnified Party**") against any claims, demands, liabilities, damages, losses and expenses (including reasonable legal fees) ("**Loss**") the Indemnified Party incurs arising directly out of: (a) any breach by the Indemnifying Party of any of the warranties given or made by it; (b) the Indemnifying Party's violation of the confidentiality provisions contained in Clause 27 of this Agreement; and (c) the Indemnifying Party's violation of any relevant rules, laws or regulations. This obligation survives the termination of this Agreement and your use of the Dataro Service. This indemnity will not apply to the extent that the Indemnified Party caused or contributed to the Loss or failed to make all reasonable efforts to mitigate the Loss.

40. **Warranty disclaimer:** The Dataro Service is made available to you on an “as is” basis. Subject to the warranties stated in this Agreement and consumer law terms below (Clause 41), we disclaim all warranties of any kind either express or implied to the fullest extent permitted by law, including, without limitation, any implied warranties of non-infringement, merchantability and fitness for a particular purpose.
41. **Consumer laws:** In some places (including the United Kingdom and Australia), there may be non-excludable warranties, guarantees or other rights provided by consumer laws (**Consumer Guarantees**). Nothing in these Terms & Conditions is intended to exclude, restrict or modify applicable Consumer Guarantees. Except for applicable Consumer Guarantees and other rights you have that we cannot exclude, Dataro is bound only by the express promises made in these Terms & Conditions. Dataro’s liability for breach of a Consumer Guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant service (unless the Consumer Guarantee says otherwise).
42. **Limitation of Liability:** To the fullest extent permitted by law, Dataro’s liability to you in connection with the Dataro Service or this Agreement, whether arising in contract, tort (including negligence) or otherwise, including under an indemnity, is limited as follows:
- a. Limited to £100,000 per claim made under the indemnity granted in Clause 39;
 - b. In any other circumstances, Dataro’s total aggregate liability is limited to five (5) times the total amount paid or payable to Dataro for access to the Dataro Service in the current Subscription Period on the date on which the claim giving rise to the liability arose.
43. **Indirect Losses:** In no event, including under an indemnity, will either party be liable to the other for any indirect, special, incidental or consequential loss or damage, including any loss of revenue or profit, loss of goodwill, loss of customers or donors, loss of opportunity, loss of anticipated savings, the cost of procurement of substitute goods, services or technology, damage to reputation, and the like, even if the parties have been advised of the possibility of such loss or damage.
44. **Acknowledgements:** You expressly acknowledge that:
- a. Dataro has not made any warranty that your use of the Dataro Service will be timely, uninterrupted or error free or that any defects or errors in the Dataro Service will be corrected in a timely manner; and
 - b. Dataro has not made any warranties or representations about the success of the Dataro Service in respect of your business, commercial or fundraising performance or the performance of any specific marketing or fundraising campaign.

Termination of this Agreement

45. Your subscription to the Dataro Service continues for the Subscription Period agreed in an Order Form, subject to these Terms & Conditions. At the end of each Subscription Period, these terms automatically continue for a further period of the same duration as the previous one (each a **Renewal Term**), unless either party provides the other with written notice of its intent not to renew at least 30 calendar days prior to the start of any Renewal Term. Dataro may amend or update our pricing from time to time. Changes to Dataro’s pricing will not apply retrospectively. Fees payable for each Renewal Term will be the same as for the previous Subscription Period or Renewal Term unless we have notified you of any pricing updates at least 45 calendar days prior to the start of any Renewal Term, in which case the updated pricing will apply.

46. Either party may terminate this Agreement and your access to the Dataro Service at any time upon thirty (30) days written notice, subject to payment to you of a pro-rata refund for the unused portion of your subscription where such termination is elected by Dataro (no refund is payable where such termination is elected by you). Either party may also terminate this Agreement and your access to the Dataro Service immediately where: (a) the other party breaches these Terms & Conditions and does not remedy the breach within fourteen (14) days of receiving notice of the breach; (b) the other party breaches these Terms & Conditions and the breach cannot be remedied; or (c) the other party's business becomes insolvent, goes into liquidation or has a receiver or manager appointed over any of its assets.
47. No refund is due to you for fees paid in advance if you choose to stop using the Dataro Service or if Dataro terminates this Agreement for cause in accordance with these Terms & Conditions. A pro-rata refund for the unused portion of your subscription will be payable if Dataro terminates this agreement other than for cause. Upon termination of this Agreement for any reason, your access to the Dataro Service and any data generated or made available by Dataro (including via a CRM Integration) will cease. Dataro will within one (1) month of termination or expiration of the Agreement permanently delete Customer Data held (in accordance with Dataro's GDPR Data Processing Addendum).
48. Termination, completion or expiration of this Agreement does not extinguish or otherwise affect any rights of either party accrued prior to termination or the provisions of this Agreement which expressly or by their nature survive termination.

Miscellaneous

49. **Bug Fixes & Beta Products:** As part of our services, we may introduce updates to our software which affect the Dataro Service. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Dataro Service. You agree that Dataro may automatically deliver such updates to you or include such updates as part of the Dataro Service. Occasionally we may offer a service at no charge, such as a beta service or a limited trial account. Because of the nature of these services, you use them at your own risk.
50. **Insurance:** During the Term of this Agreement Dataro shall maintain in force, with a reputable insurance company, appropriate professional indemnity and cyber insurance and shall provide to the Customer on request (such request to not be made more than once per 12 months) the insurance certificate giving details of cover held.
51. **Backups & Downtime:** You are responsible for maintaining copies or backups of your data including as made available to Dataro. We strive to maintain the availability of the Dataro Service, but on occasion need to perform maintenance which may require downtime. We try to minimise any such downtime and will attempt to notify you in advance of any downtime. Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using the Dataro Service, unless such downtime continues for a period of more than 14 days, in which case you may elect to terminate this Agreement by notifying us in writing and receive a pro-rata refund for the unused portion of your subscription.
52. **Entire Agreement:** This Agreement forms the entire agreement between you and Dataro governing your use of the Dataro Service, superseding any prior agreements between you and Dataro, which are hereby terminated and of no further force or effect. This Agreement may only be amended in writing and signed by both parties, except as otherwise provided herein.

53. **Changes to these terms:** We may revise these Terms & Conditions from time to time. Revisions will not apply retrospectively, however you should review these Terms & Conditions whenever entering into a new Order Form. You can keep track of changes to our Terms & Conditions by referring to the version and the date last updated at the top of the terms.
54. **Interpretation:** Words like 'include' and 'including' are not words of limitation.
55. **Events outside our control:** Dataro will not be liable to you for any failure or delay in performance of any of our obligations under this Agreement arising out of any event or circumstance beyond our reasonable control.
56. **Dispute Resolution:** Except where a party seeks urgent interlocutory relief, if a dispute arises in relation to this Agreement the parties must use their best endeavours to resolve the dispute through informal discussions within ten (10) days after written notice of the dispute is received. If the dispute remains unresolved after this time, the parties shall endeavour to settle the dispute by mediation administered by a mediator nominated by the President of The Law Society of England & Wales before having recourse to arbitration or litigation.
57. **Our Relationship:** Nothing in these Terms & Conditions is intended to or does create a partnership, agency, employment or fiduciary relationship between Dataro and you.
58. **Assignment:** You may not assign any rights or obligations under this Agreement, in whole or in part, to any third party without the prior written consent of Dataro. Dataro may transfer and assign any of its rights and obligations under this Agreement with written notice to you.
59. **Waiver:** Any waiver of any provision of these Terms & Conditions will only be effective if in writing and signed by Dataro. Failure by Dataro to exercise or enforce any right or provision shall not constitute a waiver of that right or provision.
60. **Severability:** If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down and amended so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from these Terms & Conditions without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.
61. **Notice:** Any notice you send to us under this Agreement must be sent to hello@dataro.io. Any notice we send to you will be sent to the email address stated in an Order Form or as advised by you.
62. **Governing Law:** This Agreement shall be governed by and is to be construed in accordance with the laws of England & Wales. The parties submit to the exclusive jurisdiction of the courts of England & Wales, and any courts competent to hear appeals from those courts.

Definitions

63. In these Terms & Conditions, the following terms have the following meanings:

"Client Material" means any material or content owned by you or your licensors made available to Dataro by you or on your behalf in connection with this Agreement, including, without limitation, your logos, trade marks, documents, information, data and Customer Data.

"Confidential Information" means any information relating to a party or its related entities or clients, its products, business methods, systems, software, finances, strategies, trade secrets, client lists, and



other information which, by its nature or the way it is disclosed, could reasonably be expected to be regarded as confidential, but excludes any information already in the public domain.

“CRM Integration” means Dataro’s software, applications and processes used to deliver propensity scores and other data to customers via, with or using an application programming interface (API) or other software integration with a customer’s CRM.

“Customer Data” means data about your organisation’s customers or donors, which may include Personal Data (including but not limited to full names, addresses, email addresses, mobile numbers, or any other Personal Data), as made available to Dataro.

“CRM” means Customer Relationship Management system or similar system.

“Dataro”, “we”, “our” or “us” means the Dataro entity with whom you contract as stated in your Order Form. In the UK this is Dataro Limited of 10 John Street, London, WC1N 2EB United Kingdom (Company Number 13892440).

“Dataro Material” means the Dataro Service, CRM Integrations and any other materials, documents, content, proprietary tools, software, applications, methodologies, models, systems and property, including know how, owned or developed by Dataro or our related entities, along with any improvements or modifications.

“Dataro Service” has the meaning given in clause 4 above.

“Intellectual Property Rights” means all present or future intellectual property rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trademarks, service marks, trade names, domain names, designs, confidential information and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in the United Kingdom, Australia or otherwise.

“Personal Data” has the meaning given in the UK GDPR.

“Order Form” has the meaning given in clause 1 above.

“Subscription Period” means the subscription period or licence period stated in an Order Form.

“Third Party Material” means any third party proprietary software, public domain content or data, or other materials owned by or licensed from a third party, used by Dataro for the purpose of providing the Dataro Service or an element of it.

“Trial Period” means an initial period in which you will be granted limited access to the Dataro Service.

“You” or “your” means the party entering into this Agreement with Dataro as stated in an Order Form.