

SUBSCRIPTION AGREEMENT

This Subscription Agreement is made between the Subscriber Business and CSO Alliance Limited which is a company incorporated in England and Wales under company number 08319882 with registered office at The Mill, Quanton Road, Waddesdon, Buckinghamshire, HP18 0LP. The terms and conditions of subscription to CSO Alliance Limited (hereafter The CSOA) are set out below and at Schedule 1 (Terms of Website Use) Schedule 2 (Privacy Policy) Schedule 3 (Acceptable Use Policy) and Schedule 4 (Cookies Policy).

TERMS AND CONDITIONS:

DEFINITIONS

Data Protection Laws: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter, unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then any successor legislation to the GDPR or the Data Protection Act 1998.

Services: the provision of The CSOA website (www.csoalliance.com) through a personal access point (my.csoalliance.com) which includes each and all information interchange facilitated by the site (as defined below), the provision of chat rooms and related data services, media of interaction (and facilitation thereof); commercial, business development and crime mapping data (and related information exchange); advertising and definition of maritime security and supply chain goods and services.

Subscriber: Each Company Security Officer or Deputy Company Security Officer (or their equivalent) of a Subscriber Business or any alternative Subscriber whose position as a Subscriber business is agreed by The CSOA.

Subscriber Business: the business whose name is set out in the details required in order to undertake subscription to The CSOA.

Subscription Fee: The Subscription Fee for each Company Security Officer of a Subscriber Business being the amount agreed by the Subscriber Business and CSOA at the relevant time. The CSOA reserves the right to manage (by way of increase or decrease) the Subscription Fee at any time (which shall not affect the cost of any existing subscriptions).

Subscription Term: the period of 12 months inclusive commencing on the day that The CSOA confirms to the Subscriber Business that their application for membership has been accepted; and where subscription membership has been rolled over into a subsequent period, each subsequent period shall be of 12 months duration unless terminated in accordance with this Subscription Agreement.

SUBSCRIPTIONS

In order to subscribe to the Services, the Subscriber Business must undertake the payment of the Subscription Fee. This entitles the Subscriber Business to one Subscription only and to utilise the Services for the Subscription Term. Payment will be taken by way of online payment or business invoice. Subscription will renew automatically at the end of the Subscription Term where upon the Subscription Fee will be taken automatically by the CSOA in the event that a previous subscription was paid by way of online payment. If not, The CSOA shall invoice the Subscriber Business in advance of the renewal date for the payment of the Subscription Fee. The Subscriber may cancel such automatic renewal by writing to The CSOA and giving The CSOA not less than 30 days' notice before the end of the Subscription Term that the Subscriber Business wishes to terminate membership of The CSOA. The CSOA reserves the right to change its payment processes in order to enhance its service efficiency. In the event that an invoice remains outstanding for 30 days beyond the due date set out in the invoice, we will, at our discretion, cancel the Service and charge the Subscriber Business interest on the outstanding amount (in addition to the outstanding amount). The identity of the Subscriber may be reassigned (with our permission which shall not be unreasonably withheld) to a new individual replacing one who no longer requires on-going use of the Services. Where we are satisfied that the Services are being used by more than one individual within the Subscriber Business, we shall require the Subscriber Business to pay such further Subscription Fees to coincide with the number of persons using the Services.

THE SERVICES

The Services will be available to the Subscriber Business and we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime (of which we shall give at least 8 hours electronic notice) and which we shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday GMT. We will not be responsible for unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike, internet service provider failure or delay, or denial of service attack.

RESTRICTIONS ON USE

The Subscriber Business will not make the Services available to, or use the Services for the benefit of anyone else nor will you sell, resell, license, sublicense, distribute, rent or lease the Services or include any of the Services in a bureau or outsourcing offering or use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights. You will not use the Services to store or transmit malicious code, interfere with or disrupt the integrity or performance of any Services or third-party data contained therein, attempt to gain unauthorized access to any Services or its related systems or networks, permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, access the Services in order to build a competitive product or service, or reverse engineer any Services (to the extent such restriction is permitted by law).

REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

Each party represents that it has validly entered into this Subscription Agreement and has the legal power to do so. We warrant that this Subscription Agreement accurately describes the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your data and we will not materially decrease the overall security of the Services during a Subscription Term. For any breach of an above warranty, your exclusive remedies are those described below (go to Termination). Except as expressly provided for herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty to the maximum extent permitted by applicable law. Each party disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers.

LIMITATION OF LIABILITY

Our liability with respect to any single incident arising out of or related to this Subscription Agreement will not exceed the amount paid by the Subscriber Business hereunder in the 12 months preceding the incident. In no event will our aggregate liability arising out of or related to this Subscription Agreement exceed the total amount paid by the Subscriber Business hereunder. The above limitations will apply whether an action is in contract or tort and to be read in conjunction with any further limitations set out at Schedule 1. In no event will either party have any liability to the other party for any lost profits, revenues or indirect, special, incidental, consequential, cover or punitive damages, whether an action is in contract or tort. The above limitations will not limit the Subscriber Businesses payment obligations.

TERMINATION

A party may terminate this Subscription Agreement upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period or if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If this Subscription Agreement is terminated by you in accordance with this Subscription Agreement we will refund you (in the event of a material breach only) any prepaid fees covering the remainder of the term after the effective date of termination. If this Subscription Agreement is terminated by us in accordance with this Subscription Agreement you will pay any unpaid fees covering the remainder of the Subscription Term. In no event

will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination.

DATA PROTECTION

In respect of any personal data (as defined in the Data Protection Laws processed by The CSOA on behalf of The Subscriber Business pursuant to these Terms, Subscriber Business and The CSOA warrant that it has made all necessary notifications of its particulars (which are all accurate, complete and up-to-date) in accordance with the applicable Data Protection Laws and any regulations made thereunder; complies and will continue to comply with the applicable Data Protection Laws and any regulations made thereunder; and shall co-operate fully in complying with subject access requests and rights made pursuant to the applicable Data Protection Laws. Where The CSOA processes any personal data on behalf of the Subscriber Business, the Subscriber Business and The CSOA record their intention that the Subscriber Business shall be the data controller and The CSOA shall be a processor and the Subscriber Business shall ensure that The CSOA is entitled to transfer the relevant personal data as required by all applicable Data Protection Laws. In performing the Services, The CSOA will only act on the Subscriber Business's reasonable and lawful instructions to the extent necessary to perform its obligations under this Agreement. The CSOA shall follow its archiving procedures for Client Data as set out in its data retention policy as such document may be amended from time to time. In the event of any loss or damage to personal data of the Subscriber Business, the sole and exclusive remedy shall be for The CSOA to use reasonable commercial endeavours to restore the lost or damaged personal data from the latest back-up maintained by The CSOA. The CSOA shall not be responsible for any loss, destruction, alteration or disclosure of personal data caused by any third party (except those third parties sub-contracted by The CSOA to perform services related to personal data.) The CSOA shall, in relation to any personal data processed in connection with the performance by The CSOA of its obligations under this agreement process that personal data only on the written instructions of the Subscriber Business unless The CSOA is required by the laws of any member of the European Union or by the laws of the European Union applicable to The CSOA to process personal data. Where The CSOA is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, The CSOA shall promptly notify the Subscriber Business of this before performing the processing required but will not transfer personal data outside of the European Economic Area and the United Kingdom unless the Subscriber Business or The CSOA has provided appropriate safeguards in relation to the transfer; the data subject has enforceable rights and effective legal remedies; The CSOA complies with its obligations under the Data Protection Legislation and by providing an adequate level of protection to any personal data that is transferred and complies with reasonable instructions notified to it in advance by the Subscriber Business with respect to the processing of the personal data. In addition, The CSOA shall assist the Subscriber Business at the cost of the Subscriber Business, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; notify the Subscriber Business without undue delay on becoming aware of a personal data breach; at the written direction of the Subscriber Business delete or return personal data and copies thereof to the Subscriber Business on termination of the agreement unless required by law to store the personal data; and maintain complete and accurate records and information. Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it). The Subscriber Business consents (with prior notice and in principle) to The CSOA appointing agreed third-party processors of personal data

under this agreement. The CSOA confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms substantially similar to those set out in this Subscription Agreement.

ENTIRE SUBSCRIPTION AGREEMENT

This Subscription Agreement is the entire agreement between you and us. It supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Subscription Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

ASSIGNMENT

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld). Either party may assign this Subscription Agreement in its entirety without the other party's consent to a holding company, subsidiary or associate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of a direct competitor of the other party, then such other party may terminate this Subscription Agreement upon written notice. This Subscription Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

RELATIONSHIP OF THE PARTIES

This Subscription Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

WAIVER

No failure or delay by either party in exercising any right under this Subscription Agreement will constitute a waiver of that right.

SEVERABILITY

If any provision of this Subscription Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Subscription Agreement will remain in effect.

GOVERNING LAW

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

CONFIRMATION OF SUBSCRIPTION AGREEMENT

On behalf of the Subscriber Business, we agree to the terms and conditions of membership of The CSO Alliance Limited as set out in The Subscription Agreement incorporating Schedule 1 (Terms of Website Use) Schedule 2 (Privacy Policy) and Schedule 3 (Acceptable Use Policy).

SCHEDULE 1: TERMS OF WEBSITE USE

These terms of use (together with the documents referred to in it) sets out the terms on which you may use our website www.csoalliance.com (**our site**) as a subscriber or registered user. We recommend that you print a copy of this for future reference. By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy set out at Schedule 2 which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy set out at Schedule 3 which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.

CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending the Subscription Agreement. Details of any changes will be set out in the revised terms contained on our site. Please check our site from time to time to take notice of any changes we made, as they are binding on you.

CHANGES TO OUR SITE

We may update our site from time to time and change the content at any time. Any of the content on our site may be out of date at any given time and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

ACCESSING OUR SITE

Our site is made available to you upon acceptance as a Subscriber of The CSOA. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

YOUR ACCOUNT AND PASSWORD

You will be provided with a user identification code, password or any other piece of information as part of our security procedures and you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of the terms and conditions of your membership of The CSOA. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at membership@csoalliance.com.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site. All such rights are reserved. You may print or download extracts of any page(s) from our site for your use and you may draw the attention of others within your organisation to content posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status and that of any identified contributors as the authors of content on our site must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use

our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

LIMITATION OF LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it. We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

UPLOADING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy set out below (as may be amended on our site from time to time). You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. Any content you upload to our site will be considered non-confidential and non-proprietary. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy, or of the criminal law of any nation state. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site. We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy. The views expressed by other users on our site do not represent our views or values.

VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on

which our site is stored on any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

LINKING TO OUR SITE

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

THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Subject to the limitations of liability set out herein, where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

SCHEDULE 2 PRIVACY POLICY

CSO ALLIANCE LIMITED: PRIVACY NOTICE

This is the privacy notice for CSO Alliance Limited (and the Maritime Cyber Alliance). This privacy notice sets out the basis on which any personal data We collect from you, or that you provide to us, directly or indirectly will be processed by us. Please read the following carefully to understand our views and practices regarding personal data and how We treat it.

CSO Alliance Limited is a company registered in England and Wales under company number 08319882 whose registered office is at The Mill, Quainton Road, Waddeson, Aylesbury, Buckinghamshire, England HP18 0LP.

For the purpose of the General Data Protection Regulation 16/679 the data controller is CSO Alliance Limited. We can be contacted at the registered office address or info@csoalliance.com

WHO WE ARE

CSO Alliance is a community of company security officers tasked with defending over 50,000 merchant marine assets with over 1.2 million crew, from criminality. CSO Alliance collects and aggregates data isolating criminal activity and trends to ensure that all chief security officers who are members (hereafter referred to as 'Clients') can fully brief their captains and crew as to the risks they face, wherever they sail.

OUR STATUS UNDER GDPR

Depending on the nature of the interaction, we act as a processor in that we are acting upon instructions from our Clients when we provide our services to them; and when we control the purposes and means of the processing of personal data, such as processing our employee's personal data, we are a controller, as defined under the Regulation.

THE PERSONAL DATA WE COLLECT ABOUT YOU

We collect personal data for a number of purposes in order to undertake our business model. This includes the collection of personal data which identifies you when you sign up to our mailing list, become a member or communicate with us. If you make a purchase or sign up for an event we maintain a record of your history. If you share any access requirements or other special requirements with us we will note this in your record on our contact management system, Capsule CRM. We keep a record of the emails we send you, and we may track whether you receive or open them so we can make sure we are sending you the most relevant information. When we collect personal data from you we store it under a strict safeguarding and confidentiality regime.

THE REASON WE USE PERSONAL DATA

CSO Alliance will collect data from you to process payments, our member experience and provide you with information or services you have requested, to meet contractual requirements and comply with our administrative duties, sectoral regulations and the general law. Personal data collected this way will only be used to provide you with information that you would reasonably expect or have agreed to. When we run activities in partnership with other organisations we will only share your personal data with them if your consent is required, and you have given us consent to do so. We do not share or sell your personal data with other organisations to use for their own purposes without your agreement. We may pass your personal data on to third-party service providers contracted to us. In these circumstances, the third party will be obliged to keep your details securely, and to use them only to fulfil their contractual obligations to us. When they no longer need your personal data to fulfil this service, they will dispose of the details in line with our data retention policy.

Personal data, including in your capacity as a member of CSO Alliance, will be held on a customer relationship management system which holds contact details and a record of your interactions with us. Where possible we aim to keep a single record for each member. Where you apply for employment at CSO Alliance and are unsuccessful, we delete your records in line with our data retention policy.

SHARING INFORMATION

As set out above, we may share information with third parties so that they can assist us in providing our services; selected third parties could include:

- Clients, suppliers and sub-contractors for the performance of any contract we enter into with them. For example, so that our platform can work effectively, we may engage with contractors to carry out part of our services.
- Analytics and search engine providers that assist us in the improvement and optimisation of our site.

We will disclose your personal information to third parties:

- If CSO Alliance or substantially all of its assets are acquired by a third party, in which case personal data held by it about its Clients will be one of the transferred assets.
- If we are under a duty to disclose or share personal data to comply with any legal obligation, or in order to enforce or apply our terms and other agreements; or to protect the rights, property, or safety of CSO Alliance, our Clients, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

THE LEGAL BASIS UPON WHICH WE ACT

We only process personal information where we have a lawful basis for doing so. These are:

Consent

Where We process personal data as a result of your consent, We ensure that consent is freely given, specific and informed, and established by a clear affirmative act. Where you wish to withdraw your consent, we have set out (below) how you may do this.

Contract Performance

Where We enter into a contract with third parties, processing of personal data may, as a matter of course, be necessary to execute such contract or take pre-contract preparation steps. This can include obligations under our terms and conditions with our members.

Legal Obligations

Where We have legal obligations, processing of personal data may be required by law. This may include contact with our regulators or public institutions.

Legitimate Interest

Where We process personal data as it is necessary for the purpose of our legitimate interests, We do so on the basis of a balanced evaluation of our interests and yours. We may therefore contact you about things which we feel are of interest to you or which, based on what we know about you, are in the interests of our charitable objectives to let you know. This will from time to time include marketing and raising awareness, but at any stage you can tell us that you do not want to receive such information and we will stop contacting you with it.

WITHDRAWAL OF CONSENT

Consent should be as easy to withdraw as it is to give and you may ask that we do not process your personal data at any time. You may contact us to withdraw your consent using the contact details at the end of this privacy statement. Equally, where we process personal data based on our legitimate interest, you have a right to request that we stop processing personal data for our legitimate interests and withdraw your consent.

HOW WE PROTECT YOUR PERSONAL INFORMATION

We take appropriate physical, electronic and managerial measures to ensure that we keep your information secure, accurate and up to date, and that we only keep it as long as is reasonable and necessary. Any external providers we use to process your data (for instance the operators of our contact management system) must meet our security policies and comply with all relevant legislation about how they store and process your personal data. We may also receive information about you from third parties but will only contact you if we have your express permission.

YOUR RIGHTS TO FURTHER INFORMATION

At your request we will confirm the information We hold about you and how it is processed. You can request the following information:

- Identity and the contact details of the person or organisation that has determined how and why to process your data.
- The purpose of the processing as well as the legal basis for processing.
- If the processing is based on the legitimate interests, information about those interests.
- The categories of personal data collected, stored and processed.
- Recipient(s) or categories of recipients that the data is/will be disclosed to.
- If we intend to transfer the personal data to a third country or international organisation, information about how We ensure this is done securely.
- How long the data will be stored.
- Details of your rights to correct, erase, restrict or object to such processing.
- Information about your right to withdraw consent at any time.
- The source of personal data if it wasn't collected directly from you.
- Any details and information of automated decision making, such as profiling, and any meaningful information about the logic involved, as well as the significance and expected consequences of such processing.

What forms of ID will I need to provide in order to access this?

We accept the following forms of ID when information on your personal data is requested: passport, driving licence, birth certificate, utility bill from the previous 3 months.

SENSITIVE PERSONAL DATA

Where CSO Alliance processes sensitive personal data, we do so on the basis that the Client has established a lawful exception to the prohibition on processing sensitive personal data under Article 9 of the Regulation; and where CSO Alliance is processing sensitive personal data of employees, it does so pursuant to its employment relationship with its personnel and so uses the exception set out in paragraph 2(b) of Article 9 of GDPR.

TRANSFERRING OUT OF THE EEA

Storing: We use cloud providers to store our personal data. Personal data may be transferred to and stored at a destination outside of the European Economic Area (EEA).

Processing: We may use third parties to help us deliver our services and they may be based outside the EEA. Where data is transferred outside the EEA, We adhere to compliance mechanisms that are identified by the European Commission, for example, the use of EU model contract clauses or conformity to US Privacy Shield.

Where we are the processor: in general, personal data is stored in the locations required by our Clients. Periodically, our Clients may agree specific terms as to where customer data, venue employee data and head office employee data is stored by us. At all times, We act in accordance with the Regulation.

DATA RETENTION PERIODS

CSO Alliance has a data retention policy which sets out how long it will store personal data, which is consistent with Article 5 of the Regulation. CSO Alliance only keeps personal data for as long as is necessary. For example, CSO Alliance is required to retain certain information in accordance with the general law, where information needed for income tax and audit purposes. How long certain kinds of personal data should be kept may also be governed by specific business-sector requirements and agreed practices. Personal data may be held in addition to these periods depending on CSO Alliance's business needs, which are balanced against the requirements of GDPR and the rights of the individual.

Where we are the controller

We will retain personal data for as long as necessary. As described above, in some cases, we will have a legal or statutory obligation to retain information for a set period, such as the limitation period.

Where we are the processor

Data is stored as instructed by our Clients in accordance with their approach to retention of personal data provided that this is within GDPR. We recommend you view their Terms of Use and Privacy Policy for more information.

SUMMARY OF DATA PROCESSORS

In order to provide our services to our Clients and their customers, CSO Alliance defines the different categories of personal data and works with carefully selected third parties. Some of our selected third parties are required to process personal data on our behalf, in compliance with our role as both a controller and processor. Our suppliers include Mailchimp, Capsule CRM, Sage, Kashflow, HSBC and Widdi.

CONTACTING YOU

The personal data We process is subject to rigorous measures and procedures to minimize the risk of unauthorized access or disclosure. We will get in touch with the supervisory authority (which in CSO Alliance's case is the Information Commissioner on the United Kingdom) and with affected data subjects where this is required under GDPR.

LINKS TO OTHER WEBSITES

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

COOKIES

We use cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies. A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive. We use the following cookies:

Strictly necessary cookies

These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website.

Analytical/performance cookies

They allow us to recognize and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily

Functionality cookies

These are used to recognize you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region)

Targeting cookies

These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website more relevant to your interests.

FIRST PARTY COOKIES

How do I block first party cookies?

You block first party cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

THIRD PARTY COOKIES

We may use Google Analytics cookies to track anonymous usage statistics but we do not collect any personal information that can be used to identify you. This data helps us analyze web page usage and improve our website to tailor it to our audience needs.

Google Analytics stores information about what pages you visit, how long you are on the site, how you got there and what you clicked on.

These are cookies served by a third-party service provider and are usually used to identify your computer when it visits another website, for example, when you log in to a social media site to share an article.

How do I block third party cookies?

You block third party cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

FURTHER INFORMATION

For more information on cookies, go to www.aboutcookies.org

YOUR RIGHT TO COMPLAIN

If you have a complaint about the way we process your personal data, you can register your concern by contacting the Information Commissioner and following the instructions set out at www.ico.org.uk

CONTACT DETAILS

CSO Alliance Limited

Address:	The Mill, Quainton Road, Waddesdon, Aylesbury, Buckinghamshire, England HP18 0LP FAO Data Protection Owner.
Email:	info@csoalliance.com

SCHEDULE 3

WEBSITE ACCEPTABLE USE POLICY

This acceptable use policy applies to all users of, and visitors to, our site. Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use set out at Schedule 1 above.

PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- For the purpose of harming or attempting to harm minors in any way;
To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
- Not to access without authority, interfere with, damage or disrupt any part of our site; any equipment or network on which our site is stored; or any software used in the provision of our site; or any equipment or network or software owned or used by any third party.
- Chat rooms
- Bulletin boards
- Information Exchanges (**interactive services**).

Where we do provide any interactive services, we may provide information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks.

We are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

We monitor user activity and content throughout my.csoalliance.com on a random basis. Reports of user activity on my.csoalliance.com which contravenes this document should be made at membership@csoalliance.com. Any user found to have used the site in a manner which contravenes this document will be denied access to my.csoalliance.com. All reports of misuse of my.csoalliance.com will be investigated and an appropriate response provided within three days of receipt.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site (**contributions**) and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts);
- Be genuinely held (where they state opinions);
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person;
- Contain any material which is obscene, offensive, hateful or inflammatory;
- Promote sexually explicit material;
- Promote violence;
Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Incite acts of violence or terrorism;
- Infringe any copyright, database right or trade mark of any other person;
- Be likely to deceive any person;
Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- Promote any illegal activity;
Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- Be likely to harass, upset, embarrass, alarm or annoy any other person;
Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- Give the impression that they emanate from us, if this is not the case; and
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

We will determine, at our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site;
Immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- Issue of a warning to you;
Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against you;
Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE POLICY

We will provide a link on our site to the text of this policy and we may revise this acceptable use policy at any time by amending this page. You are expected to check this page on our site from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.