

IPA BOOKS+: Terms of Use

Welcome to IPA BOOKS+ by Reckon. We have entered into an agreement with the Institute of Financial Accountants to offer you IPA BOOKS+. By registering for access to the Services and your continued use of the Services, you confirm you accept these Terms of Use and agree to be bound by them.

These Terms of Use were last updated on 14 May 2019. We may change these Terms of Use and will use reasonable endeavours to notify you of these changes. Your continued use of the Services following any changes indicate your acceptance of the changes.

1. Accounts

- 1.1. To access the Services, you must set up an account.
- 1.2. You agree and acknowledge that:
 - 1.2.1. all information you provide to us will be true, accurate, current and complete; and
 - 1.2.2. if you create an account on behalf of another person, you are authorised to register to use the Services and agree to these Terms of Use on behalf of that person (without limiting your obligations under these Terms of Use).
- 1.3. We may require a statutory declaration or similar sworn declaration (as recognised in the relevant local jurisdiction) to confirm your authority.
- 1.4. You are responsible for:
 - 1.4.1. maintaining the confidentiality of your account details, username and password; and
 - 1.4.2. for all activity on or through your account (including unauthorised access by third parties).
- 1.5. You may not disclose your account details, username and password to anyone; nor may you allow anyone to share your access to our Services.
- 1.6. You must notify us immediately if you become aware of any unauthorised use of or access to your account. We will not be liable for any loss or damage arising in connection with any unauthorised use of your account.

2. Trial Period

- 2.1. In our sole discretion we may grant you limited access to the Services for 30 days free of charge (a "**Trial Period**").
- 2.2. During the Trial Period:
 - 2.2.1. the Services will be provided for evaluation only;
 - 2.2.2. to the extent permitted by law and subject to any applicable consumer laws, the Services are provided "as-is" and "as-available"; therefore we provide no warranties relating to your use and availability of the Services and we exclude all liability arising from your use of the Services, including loss of data or Your Data; and
 - 2.2.3. we may in our sole discretion and at any time terminate your access to the Services.

- 2.3. At the end of the Trial Period you must pay the Fees as defined in Clause 5.1 to continue using the Services. Should you fail to do so then we may delete Your Data without notice and without any liability for doing so.

3. Services

- 3.1. We grant you a non-exclusive, non-transferable, limited right to access and use the Services while you have paid the Fees.
- 3.2. We may upgrade or update the Services at any time in our sole discretion but do not undertake to do so. Some features and facilities may be removed from the Services. Should we do so and if this significantly reduces the usefulness of the Services to you then you may terminate your Subscription on giving 30 days' notice in writing thereof.
- 3.3. Your Subscription may contain more than one book but each book must contain at least one core module.
- 3.4. You may add or remove modules to your Subscription at any time. If you remove an add-on module then:
 - 3.4.1. you will have read-only access to view historical transactions on the add-on module; and
 - 3.4.2. your access to the core module will not be affected by removing that add-on module.
- 3.5. You acknowledge and agree that:
 - 3.5.1. the speed of internet access will vary and may be affected by factors beyond our control; and
 - 3.5.2. the Services do not constitute advice and you should seek legal, accounting or other relevant independent professional advice before taking any action in reliance on the Services.
- 3.6. You are solely responsible for:
 - 3.6.1. determining whether the Services are suitable for your needs;
 - 3.6.2. protecting Your Data, including backing-up Your Data;
 - 3.6.3. ensuring that any device you use to access the Services has up-to-date security software protecting you against unauthorised use of the Service using your login credentials; and
 - 3.6.4. complying with all applicable accounting, tax and other laws.
- 3.7. It is your responsibility to ensure that your use of the Services complies with all applicable laws and accounting standards and practices; including any laws requiring you to retain records.
- 3.8. You must not:
 - 3.8.1. use or access the Services in any unlawful way or for any illegal purpose;
 - 3.8.2. use the Services in a manner that is excessive or unusual or creates an unfair burden on the provision of the Services, or similar services, to others (as judged by us in our reasonable discretion);
 - 3.8.3. infringe the Intellectual Property Rights, privacy or confidentiality of any third party;

- 3.8.4. impersonate any third person or attempt to impersonate any person when using the Services or allow others to do the same;
- 3.8.5. use the Services to distribute, send or publish any e-newsletters, bulk emails, unsolicited electronic messages or other forms of “spam”;
- 3.8.6. knowingly transmit any virus, worm or other disabling or malicious feature, or attempt to interfere with the operation of the Services;
- 3.8.7. use, modify or adapt the Service or any other third party or user’s data;
- 3.8.8. use the Services to provide services (including any outsourcing or service bureau use) to third parties, save as may be necessary to provide your own services to your clients and customers;
- 3.8.9. violate or attempt to violate any aspect of the security of the Services;
or
- 3.8.10. to the greatest extent permitted by law, modify, reverse engineer, disassemble, decompile, copy, or cause damage, disruption, unintended effect to, or interfere with, any portion of the features available through, or on software in connection with our provision of the Services.

4. Availability and Support

- 4.1. We may from time to time update and carry out scheduled maintenance of the Services, which may require us to suspend access to, or functionality on, the Services. We will notify you where possible of any scheduled maintenance. We reserve the right to suspend the Service without notice if your use of the Service is or is likely to be detrimental to the provision of the Services whether to your or our users generally, or we need to do so in order to address an urgent security and/or performance related issue.
- 4.2. We will provide you with reasonable support in accordance with our technical support policy, as available on the Website, for which additional fees may be charged. If you encounter any errors with the Services, you must contact us by phone or using the support section on the Website.
- 4.3. Some support may require direct access to Your Data.
- 4.4. You agree that we may charge you for fault resolution services at our then current rates if we respond to a request that is not covered by the technical support policy. If we reasonably believe that the provision of support would have been avoided by better training of you or your users then we may charge for providing that support.

5. Fees and payment

- 5.1. You agree to pay us the fees as set out on the Website for the Subscription you have selected (exclusive of VAT) (the “**Fees**”). We may change the Fees on giving you 30 days’ notice.
- 5.2. Your Subscription will automatically renew, unless you give us notice prior to the end of the current term.
- 5.3. Fees are calculated and payable monthly in advance from the date the Subscription starts. Where modules are added in accordance with Clause 3.4, the current month’s full monthly charges will be payable. Where modules are removed then any variation in the Fees payable will be reflected from the next month’s billing cycle.

- 5.4. We will invoice you in advance for the provision of the Service. You will not be entitled to a refund of any Fees paid in advance.
- 5.5. Payment for the Fees is to be made via a debit or credit card. You authorise us to charge the Fees to your nominated card.
- 5.6. If you fail to pay an invoice by the due date, we may:
 - 5.6.1. charge interest on overdue amounts at the rate of 1.5% per month, or the maximum amount permitted by law (whichever is greater) with interest accruing daily; or
 - 5.6.2. suspend your account and access to the Services until all overdue amounts are paid.

6. Third Party Products

- 6.1. The Services may contain features that interface with Third Party Products. If Third Party Products form part of your Subscription or the Services you avail yourself of, then the following will apply:
 - 6.1.1. your use of, and access to, any Third Party Products may be subject to separate terms and conditions, issued by the provider of those Third Party Products;
 - 6.1.2. if requested, we will liaise with the third party supplier of the Third Party Products on your behalf;
 - 6.1.3. we make no representations or warranties in relation to any Third Party Products; and
 - 6.1.4. we may suspend your use of, or access to, the Third Party Products without any liability to you if you breach the terms and conditions applicable to the Third Party Products or if we no longer use such Third Party Products.
- 6.2. You acknowledge and agree we may make Your Data available to the providers of the Third Party Products.

7. Intellectual property rights

- 7.1. Nothing in these Terms of Use transfers ownership of any Pre-Existing Materials or Services to you. We reserve all rights in and to the Pre-Existing Materials and Services not expressly granted to you in these Terms of Use.
- 7.2. You hereby grant us a non-exclusive royalty free licence to use Your Data solely for the purpose of performing our obligations under these Terms of Use.
- 7.3. You consent to us naming you as a client and reproducing your business name and logos for marketing and publicity purposes.

8. Confidentiality and privacy

- 8.1. Each party must comply with applicable privacy laws in connection with the collection, use, handling, disclosure, quality, security of and access to personal data that the party holds and processes. Our Privacy Policy can be found at <https://www.reckon.com/uk/policies/privacy>. By agreeing to these Terms of Use and using our Services you agree to accept and be bound by our Privacy Policy.
- 8.2. Both parties must keep all Confidential Information confidential and use it for the sole purpose of performing the obligations under these Terms of Use.

- 8.3. Neither party may use or disclose the Confidential Information except:
 - 8.3.1. to that party's employees or advisers on a need-to-know basis and that party must ensure that such persons understand and comply with the obligations imposed by this Clause 8;
 - 8.3.2. as required by law, subject to that party notifying the other party immediately if that party becomes aware that such disclosure may be required; or
 - 8.3.3. with the other party's prior written consent.

9. Liability

- 9.1. This Clause 9 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:
 - 9.1.1. arising under or in connection with these Terms of Use;
 - 9.1.2. in respect of any use made by you of the Services; and
 - 9.1.3. in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with these Terms of Use.
- 9.2. Except as expressly and specifically provided in these Terms of Use all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded.
- 9.3. Nothing in these Terms of Use excludes our liability for:
 - 9.3.1. death or personal injury caused by our negligence; or
 - 9.3.2. fraud or fraudulent misrepresentation.
- 9.4. Subject to Clause 9.3:
 - 9.4.1. we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under these Terms of Use; and
 - 9.4.2. our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms of Use shall be limited to the price paid for the Services during the 12 months preceding the date on which the claim arose.

10. Security and Data

- 10.1. We will use reasonable precautions to prevent unauthorised disclosure of Your Data, but we will not be responsible for any breach of our systems by any unauthorised third party unless such breach arises as a result of our gross negligence.
- 10.2. We do not represent or warrant that the Services are entirely secure, uninterrupted or error-free. You acknowledge that the public internet is an

inherently insecure environment and that we have no control over the privacy of any communications or the security of any data outside of our internal systems.

11. Suspension and termination

- 11.1. You may terminate the Services at any time by electronic notice given via the Website.
- 11.2. We may terminate these Terms of Use on notice to you if you:
 - 11.2.1. fail to remedy a breach within 7 days' notice from us requesting the breach be remedied;
 - 11.2.2. breach these Terms of Use and that breach is not capable of remedy; or
 - 11.2.3. becomes insolvent or enter into liquidation.
- 11.3. Upon the expiry or termination of these Terms of Use:
 - 11.3.1. you must pay all outstanding Fees (calculated to the end of the current billing period) to us and any reasonable costs incurred by us as a result of the termination (including third party cancellation fees and administrative costs), except where you have terminated for breach by us; and
 - 11.3.2. upon our request you must securely destroy our Confidential Information in your possession; and
 - 11.3.3. we will allow you access to a non-editable copy of Your Data for 12 months from the date of expiry or termination (as applicable).

12. Force Majeure Event

- 12.1. If a Force Majeure Event occurs, the affected party must notify the other party and the obligations of the party will be suspended to the extent that they are affected by the relevant Force Majeure Event until that Force Majeure Event has ceased.
- 12.2. If a Force Majeure Event continues for more than 14 days, either party may terminate these Terms of Use.

13. Notices

- 13.1. All notices and consents relating to these Terms of Use must be in writing. A notice is deemed to have been received if sent by email or by electronic message sent via the Services, when the sender receives an automated message confirming delivery or within 24 hours of that message being sent (as recorded on the device from which the sender sent the message).
- 13.2. If we need to provide you with notice, consent or other communication under these Terms of Use, we will do so by sending a message to you via your account, sending an email and/or text message to the email address and/or mobile phone number specified on your account, posting a notice on our Website or through push notifications.
- 13.3. If you want to contact us you may do so by sending a message to us via the Website or emailing us at ukmembers@ipabooksplus.com. For adding or removing modules please execute this via the Services.

14. General terms

- 14.1. Nothing in these Terms of Use will be taken as giving rise to a relationship of employment, agency, partnership or joint venture.
- 14.2. We may sub-contract the performance of any part of the Services to a third party.
- 14.3. These Terms of Use contains the entire understanding between the parties concerning the subject matter of the agreement and supersedes all prior communications.
- 14.4. The failure of either party to enforce any provisions under these Terms of Use will not waive the right of such party thereafter to enforce any such provisions.
- 14.5. If any term or provision of these Terms of Use is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from these Terms of Use and the remaining terms and conditions will be unaffected.
- 14.6. These Terms of Use are governed by, and construed in accordance with the laws of England and Wales. The parties agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 14.7. You may not assign, transfer or otherwise deal with these Terms of Use or any right under these Terms of Use without our prior written consent, which must not be unreasonably withheld.
- 14.8. Any warranty, indemnity, or obligation of confidentiality in these Terms of Use will survive termination. Any other term which by its nature is intended to survive termination of these Terms of Use survives termination of these Terms of Use.
- 14.9. These Terms of Use do not give to any person who is not a party to them (other than Reckon Limited in Australia) any rights to enforce any provisions contained within them except where expressly stated and the Parties to these Terms of Use may vary any term without obtaining the consent of any third parties.

15. Definitions and interpretation

- 15.1. In these Terms of Use the following terms have the meanings ascribed to them:

Confidential Information means confidential, proprietary and commercially-sensitive information (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure), including information which is identified as confidential or ought to have been known to be confidential; and relates to the business affairs and practices, including financial information, business opportunities, business plans, business processes and methodologies; and personal data; but does not include information which is in, or comes into, the public domain other than by a breach of these Terms of Use, or which is independently known to the other party as evidenced by its written record.

Force Majeure Event means any act, event or cause including earthquakes, cyclones, floods, fires, lightning, storms or other acts of God, strikes or industrial disputes, riots, terrorist acts, civil disturbances, breakages of machinery or industrial conditions or arising out of any other unexpected and exceptional cause, delays in transportation and dispositions or orders of governmental authority, which directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under these Terms of Use; and is beyond the reasonable control of that party.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks,

designs, patents, circuit layouts, plant varieties, business and domain names, confidential information, trade secrets, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered, registrable or patentable.

Pre-Existing Materials mean any of materials existing at the date of these Terms of Use, including all trademarks, designs, design specifications, software, hardware or other documentation and materials used in our business or operations, including software, source code, scripts, materials, reports, diagrams, code, processes, methods, specifications and other works.

Reckon means Reckon One Limited (incorporated in the UK under company number 3081021), as does “we”, “us” or “our”.

Services means the online accounting software available on the Website.

Subscription means the subscription type you select on the Website.

Third Party Products means any third party products and/or services, including band data feeds.

Your Data means the data, content, software, documents, files, information and materials you store, develop, host or publish on our infrastructure using the Services.

Website means our websites, including:

<https://www.publicaccountants.org.au/ipabooksplus>
<https://portal.ipabooksplus.com>
<https://app.ipabooksplus.com>
<https://bankfeed.ipabooksplus.com>
<https://payments.ipabooksplus.com>
<https://stp.reckon.com>

15.2. In these Terms of Use:

- 15.2.1. a reference to a person includes a natural person, corporation, unincorporated association or partnership;
- 15.2.2. a reference to a party to these Terms of Use includes its executors, administrators, substitutes, successors and permitted assigns;
- 15.2.3. the headings in these Terms of Use are for convenience only and have no legal effect;
- 15.2.4. the singular includes the plural and vice versa;
- 15.2.5. other grammatical forms of a defined word or expression have a corresponding meaning;
- 15.2.6. “including” and similar words do not imply any limitation;
- 15.2.7. a reference to any agreement or document is a reference to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time; and
- 15.2.8. a reference to a statute includes a reference to that statute as amended or replaced from time to time.

Appendix – Data Processing

1. DEFINITIONS

- 1.1 In this Appendix the following terms shall take the meanings ascribed to them:
- | | |
|-------------------------------|---|
| "Appendix" | means this appendix together with any further appendices to it; |
| "Customer" | means you and/or the business you are engaged by; |
| "Customer's Data" | means any data supplied or made available by you to us, which may include personal data; |
| "Data Protection Legislation" | means the Data Protection Act 2018, the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all other applicable laws relating to the processing of personal data, privacy, the protection of personal data in electronic communications and direct marketing, including any applicable law or regulation which supersedes, replaces or implements in the United Kingdom any of the foregoing; |
| "Data Protocol" | means our Privacy Policy which sets out the types of personal data which may be processed by us in the performance of the Services, the subject matter of the processing, and the duration of the processing and any further data protocol which is agreed in writing and signed by the parties; and |
| "GDPR" | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation). |
- 1.2 In this Appendix, the terms **personal data**, **data controller**, **controller**, **data processor**, **processor**, **process**, **data subject**, **data protection impact assessment**, and **personal data breach** shall each have the applicable meaning set out in the Data Protection Legislation. References to "personal data" shall be limited to personal data made available or supplied by the Customer to us.
- 1.3 Any definitions not prescribed in this Appendix shall take the meaning ascribed to them in the Terms of Use.

2. DATA PROTECTION

- 2.1 The provisions of this Appendix shall apply to the processing of any Customer Data by us.
- 2.2 You are the data controller and we are the data processor.
- 2.3 You must ensure that you are entitled to make the Customer Data available to us so that we may lawfully process any personal data in accordance with the Terms of Use as amended by this Appendix (or as otherwise instructed in writing by the Customer) on the Customer's behalf.
- 2.4 We will only process personal data as is described in, and for the purposes set out in the Data Protocol.
- 2.5 We will not process any Customer Data on your behalf for any other purpose, nor process any other personal data on your behalf, without your prior written consent. If we require access to, or we identify a need to process, any other personal data in order to provide the Services, we will notify you, and such processing shall be subject to the Data Protocol (as updated or amended to address that additional processing).
- 2.6 In respect of Customer Data processed by us and/or which is accessed by us in the provision of the Services, we will:
 - 2.6.1 implement appropriate technical and organisational measures to ensure the security of the personal data when we process it or when it is in our possession or control, including against unauthorised or unlawful processing and accidental loss, destruction or damage, and a level of security appropriate to the data security risks presented by processing such data; and taking into account the data protection by design and by default principles under the GDPR;
 - 2.6.2 assist you at your cost in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to us;
 - 2.6.3 regularly review and update the technical and organisational measures implemented pursuant to Clause 2.6.1 in order to demonstrate to you that the processing of the personal data by us is performed in accordance with the Data Protection Legislation;
 - 2.6.4 not transfer any personal data to any country outside the European Economic Area without your prior written consent (which may be refused at your sole discretion), subject to compliance with Clause 2.9 and provided always that the transfer complies with the Data Protection Legislation;
 - 2.6.5 provide to you all information, including written details of its data processing activities, as is required by you to demonstrate our compliance with the Data Protection Legislation and this Appendix; and
 - 2.6.6 shall ensure that access to the personal data is limited to those of our employees and contract personnel who need access to the personal data to assist us in the performance of our obligations and that each of our employees and contract personnel are subject to confidentiality obligations in respect of the personal data and had appropriate and recent training in data protection,

and we will ensure that such access is revoked once it is no longer required and shall procure that such employees and contract personnel comply with the Data Protection Legislation in so far as it applies to them.

- 2.7 The parties acknowledge that:
 - 2.7.1 you are responsible for the integrity of the Customer Data itself;
 - 2.7.2 our responsibility to restore or recover any Customer Data is limited to the backup and data restoration obligations agreed by the parties (if any), failing that it shall be the most recent backup we take (if any);
 - 2.7.3 that any measures taken in order to safeguard Customer Data can only take into account commonly understood and accepted security threats; and
 - 2.7.4 the security measures adopted by us may need to change or be enhanced as circumstance requires, which may entail and be subject to an additional third party cost and costs of implementation; but if you fail to implement our recommendations for enhanced security then we will not be liable for any loss, harm or damage caused or attributable to your failure to adopt such recommended measures.
- 2.8 We will immediately and in any event within 24 hours upon becoming aware of the same, notify you if we become aware of any breach or potential breach of this Clause 2, or if we otherwise have reason to consider that there has been a personal data breach and we shall provide you with all such details of the breach as you require, and fully co-operate with you in respect of any breach or potential breach and all measures to be taken in response to it, including providing such assistance as you may require to allow you to inform a regulatory authority or data subject of a personal data breach, to conduct a data protection impact assessment or to consult with a regulatory authority regarding the processing of personal data. To the extent that this is not attributable to any failure by us, then our reasonable costs in providing such information and assistance shall be met by you. You will likewise notify us if you become aware of any breach or potential breach of this Clause 2 by us.
- 2.9 In respect of any transfer of personal data outside the EEA or to a third country where you have given express written consent pursuant to Clause 2.6.4 and as stated in our Privacy Policy, we shall, prior to such transfer:
 - 2.9.1 put in place appropriate safeguards to protect such personal data to your reasonable satisfaction, which may include:
 - 2.9.1.1 executing with you the European Union's model contract for exporting personal data to a data processor or data controller located outside the EEA in the form required by you, as such model contract may be amended from time to time; or
 - 2.9.1.2 ensuring that the export of personal data is subject to codes of practice or other mechanisms which provide an adequate level of protection and are approved or adopted by the European Commission for those purposes; and

- 2.9.2 put in place enforceable data subject rights and effective legal remedies for data subjects as required by the Data Protection Legislation.
- 2.10 Where you request that any personal data be transferred outside of the EEA then you shall pay all of our reasonable costs (including legal fees) in doing so, including in ensuring compliance with Data Protection Legislation.
- 2.11 We shall immediately notify you if we receive any:
 - 2.11.1 complaint, notice or communication which relates directly or indirectly to the processing of any personal data under the Terms of Use or to either party's compliance with the Data Protection Legislation, and shall provide full co-operation to you in connection with any such complaint, notice or communications; and
 - 2.11.2 any request or objection from a data subject relating to any personal data pursuant to the Data Protection Legislation (including requests for access to personal data; rectification or erasure of personal data; restrictions of processing personal data; and portability of personal data), and we will provide all such assistance as you (at your cost) may require to allow you to respond to requests made by data subjects in accordance with the Data Protection Legislation, and shall not respond to a data subject in respect of any such request or objection without your prior written consent.
- 2.12 We will not disclose or provide any personal data to any third party, including any sub-contractor, or allow any sub-contractor to process any personal data except to the extent that such sub-contractor has been expressly approved by you in writing and then only for such purposes as you have expressly authorised, and provided that:
 - 2.12.1 we enter into a written agreement with such sub-contractor which imposes on the sub-contractor obligations equivalent to the data protection obligations imposed on us under this Clause 2;
 - 2.12.2 we notify you of any intended changes to or replacements of any such sub-contractor to which you may object;
 - 2.12.3 we remain responsible for all acts and omissions of such sub-contractors, and for all processing carried out by such sub-contractors; and
 - 2.12.4 a sub-contractor's processing of any personal data immediately terminates on the termination or expiry of the Terms of Use or Services.
- 2.13 In providing the Services we use the services of various data centres and third party server hosting and processing facilities, as listed in our Privacy Policy (the "**Hosting Facilities**"). While these Hosting Facilities are not intended to have access to any Customer Data, they may be regarded as data processors under the GDPR. You hereby consent to our use of the Hosting Facilities in processing any personal data under the Terms of Use (as amended by this Appendix). We may change a Hosting Facility at any time by giving you 14 days' prior written notice thereof. If you do not object to the new Hosting Facility, then such notice shall be deemed to be effective at the end of that period or earlier if confirmed by you.