

# Terms of Service (Trial Use)



# WORKHORSE

**25 August 2022**

We are Bespoke Business Software Ltd, a limited company registered in England and Wales with registered number 10689291 and its registered office at 15 Bell Street, Reigate RH2 7AD (the “**Provider**”). These Terms of Service (Trial Use) shall govern your (the “**Trial User**”) dealings with us, the Provider, in relation to your trial use of Workhorse.

By using Workhorse you agree to be bound by the Agreement. Your attention is particularly drawn to the liability provision at clause 11 of these Terms of Service (Trial Use).

## **1 DEFINITIONS AND INTERPRETATION**

1.1 In these Terms of Service (Trial Use) (in addition to words and expressions defined elsewhere herein):

“**Agreement**” means the agreement between the Trial User and the Provider in accordance with these Terms of Service (Trial Use);

“**Affiliate**” means, in respect of a party, any entity directly or indirectly controlling, controlled by or under common control with that party, where “**control**” has the meaning given to it in section 1124 of the Corporation Tax Act 2010;

“**Authorised Trial User**” means the single natural person who is an officer, employee, agent or worker of, or individual contractor to, the Trial User and who is identified by the Credentials;

“**Business Day**” means a day which is not a Saturday, a Sunday or a public holiday in England;

“**Credentials**” means the username and password or other access credentials issued by the Provider to the Trial User to enable the Authorised Trial User to access Workhorse;

“**Data Protection Legislation**” means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation: (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, (for so long as and to the extent that the law of the European Union has legal effect in the UK); (ii) the General Data Protection Regulation ((EU) 2016/679); (iii) the Privacy and Electronic Communications Directive (2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and (iv) any other directly applicable European Union regulation relating to privacy;

“**Defect**” means any failure by Workhorse to perform to a level which is required for the Trial Version of Workhorse to function;

“**Force Majeure Event**” means an event occurring or a set of circumstances arising after the Trial Start Date which is beyond the reasonable control of the affected party;

“**Knowledge Base**” means the Provider’s guidance notes, tips and update notifications for Workhorse made available to Authorised Trial Users, and any user forum and contributions thereto made by customers;

“**Privacy & Cookies Policy**” means the Provider’s policy on privacy and the use of cookies in respect of Workhorse as published on its website at [www.goworkhorse.com](http://www.goworkhorse.com) or such other website as may be notified to the Customer from time to time , as updated from time to time;

“**Service Issue**” means any of: (i) unscheduled unavailability of Workhorse; or (ii) a material deviation of the behaviour of Workhorse from its normal functionality for Trial Users;

“**Sub-Processor**” means any agent, subcontractor or third party (excluding its employees) engaged by

the Provider for carrying out any processing activities on behalf of the Trial User in respect of Personal Data;

**“Trial End Date”** means the date which is 28 days after the Trial Start Date;

**“Trial Start Date”** means the date on which the Trial User is first able to access the Provider’s live servers;

**“Trial Term”** means the period from and including the Trial Start Date up to and including the Trial End Date, and during which the Trial User may access Workhorse;

**“Trial User Data”** means the Trial User’s business data which it uploads (or causes to be uploaded) to Workhorse;

**“Website”** means the Provider’s website for the time being hosted at <https://goworkhorse.com>; and

**“Workhorse”** means (subject to clause 14.2) the trial version of the code and database as existing on the Trial Start Date constituting the Provider’s business processes management application typically comprising of an order and inventory management system and such limited amount of data storage as is required for the Trial Version of Workhorse to function..

1.2 Clause, schedule and paragraph headings will not affect the interpretation of the Agreement. Wherever the words **“in particular”**, **“include”** or **“including”** are used in the Agreement, they are to be construed without limitation. A reference to an enacted law, a statute or a statutory instrument in the Agreement is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it. Any obligation in the Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done. A reference to a person means either or both of a natural and a legal person, as the context requires. A reference to a clause is to a clause of these Terms of Service (Trial Use).

## **2 TRIAL START DATE**

2.1 The Provider will provide access to Workhorse to the Trial User as from the Trial Start Date.

## **3 USE OF WORKHORSE**

3.1 The Trial User hereby acknowledges that Workhorse is only for use by businesses, and warrants that:

3.1.1 it is a business, not a consumer, and that

3.1.2 it acknowledges that the version of Workhorse provided on a trial basis and for free is not intended to, and will not be used for, running its business.

3.2 Solely during the Trial Period, subject to the Trial User’s compliance with the provisions of this clause 3 and the other conditions of the Agreement, the Provider grants to the Trial User a non-exclusive, non-transferable right to permit the Authorised Trial User to use Workhorse and always solely for the Trial User’s own business purposes.

3.3 The Trial User undertakes that:

3.3.1 it will procure that the Authorised Trial User will comply with the Agreement, and the Trial User will therefore be liable for the acts and omissions of the Authorised Trial User as if they were the acts or omissions of the Trial User itself;

3.3.2 it will not allow or suffer the Credentials to be shared or used by more than one Authorised Trial User; and

3.3.3 it will keep secure and confidential, and will procure that the Authorised Trial User keep secure and confidential, the Credentials (which will be the confidential information of the Provider for the purposes of clause 8 (*Confidentiality and publicity*)).

3.4 The Trial User acknowledges that Workhorse and its underlying plans, programs, databases, schemas, structures, concepts, ideas, technologies, systems and materials relating thereto (in whatever form) are the valuable intellectual property of the Provider and/or its licensors (as the case may be). Therefore the Trial User will not, and will procure that the Authorised Trial User will not:

3.4.1 except as may be allowed by applicable law which is incapable of exclusion by agreement between the parties:

3.4.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, translate, transmit or distribute all or any portion of Workhorse in any form and by any means, other than as expressly permitted by the Agreement; or

3.4.1.2 attempt to reverse compile, reverse engineer, disassemble, or gain any unauthorised access to or privileges in Workhorse or any of the technologies, programs and systems comprising it or supporting its operation;

3.4.2 access or use Workhorse in order to build a product or service which competes with it;

3.4.3 permit or suffer Workhorse to be used by any person who is not the Authorised Trial User; or

3.4.4 resell or otherwise provide or make available Workhorse to third parties other than the Authorised Trial User.

3.5 The Trial User acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in Workhorse. Except as expressly stated herein, this Agreement does not grant the Trial User any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of Workhorse. Except for the express limited rights granted by this clause 3, all of the Provider's rights in Workhorse are fully reserved. The Trial User will promptly inform the Provider of any breach of this clause 3.

3.6 The Provider may make changes to Workhorse from time to time during the Trial Period, for example to add or modify Workhorse features, to reflect changes in applicable law or to comply with a legal requirement.

3.7 As between the Provider and the Trial User, the Trial User is responsible for obtaining and operating all of the equipment, software and network connections and services necessary to access and use Workhorse, and the Provider has no liability in respect of any failure or incompatibility in any Trial User or Authorised Trial User equipment, software or network connections.

#### **4 AUTHORISED TRIAL USER**

4.1 The set of Credentials is personal to the Authorised Trial User and may not be transferred to or shared with any other person.

#### **5 CUSTOMER DATA**

5.1 As between the Trial User and the Provider, the Trial User retains all of its right, title and interest in all of the Trial User Data, and grants to the Provider a non-exclusive, royalty- free, worldwide licence to store, copy, process, distribute and otherwise deal in the Trial User Data solely to the extent necessary to:

5.2

5.2.1 allow the Provider to provide Workhorse to the Trial User and the Authorised Trial User; and

5.2.2 derive anonymised statistical information relating to usage of Workhorse, including (but not limited to) statistics on usage patterns, types of transactions and volumes and types of data stored.

- 5.3 The Trial User is solely responsible for the legality, reliability, integrity, accuracy and quality of all Trial User Data, and (in particular) will ensure that it does not contain or transmit any malware, and that it does not contain anything which would breach clause 6.
- 5.4 The Provider will backup the Trial User Data only during the Trial Period and such data will automatically and irrevocably be deleted at the end of the Trial Period. In the event of a Service Issue during the Trial Period resulting in loss of or damage to Trial User Data, the Trial User's sole and exclusive remedy against the Provider shall be for the Provider to use reasonable commercial endeavours to restore the lost or damaged Trial User Data from the latest backup of such Trial User Data maintained by the Provider in accordance with this clause. The Provider shall not be responsible for any loss, destruction, alteration or disclosure of Trial User Data caused by any third party (except those third parties sub-contracted by the Provider to perform services related to Trial User Data maintenance and back-up for which it shall remain fully liable under clause 9.5).
- 5.5 The Trial User will have the right, at any time while it is held by the Provider, to a copy of the Trial User Data. The Provider will not withhold such copy of the Trial User Data from the Trial User for any reason, except to the extent that it is required to do so by law.

## **6 SERVICE ABUSE**

- 6.1 The Trial User will not, and will procure that the Authorised Trial User will not:
- 6.1.1 upload to Workhorse any content or material:
    - 6.1.1.1 that is unlawful, defamatory, obscene, pornographic, abusive, harassing, or which tends to promote discrimination against any person or class of persons on the basis of a characteristic protected by applicable law; or
    - 6.1.1.2 which infringes or is reasonably likely to infringe the intellectual property rights or other rights of any person, or misappropriates or misuses the trade secrets of any person, or which is likely to result in a breach of any obligation of confidence owed to any person;
  - 6.1.2 use or attempt to use or misuse Workhorse in any way that is criminal or otherwise unlawful in any relevant jurisdiction;
  - 6.1.3 damage, disable or impair Workhorse, attack it, or use it as an attack vector or means of attack against any other system, computer or network;
  - 6.1.4 carry out or attempt performance or penetration testing against Workhorse without the Provider's prior written consent;
  - 6.1.5 circumvent or attempt to circumvent any technical measures or restrictions controlling access to or use of Workhorse, or gain or attempt to gain any greater level of access to Workhorse than is permitted by the Agreement; or
  - 6.1.6 share the set of Credentials with any other person.
- 6.2 Without prejudice to its other rights and remedies, the Provider reserves the right to remove any Trial User Data and/or suspend the access of the Authorised Trial User if the Provider reasonably believes that it is necessary to stop or to prevent breach of this clause 6, or to protect the integrity of Workhorse or the legitimate interests of the Provider or the Provider's other customers.

## **7 LIMITED WARRANTY**

- 7.1 The Provider warrants that during the Trial Term, it will operate Workhorse with reasonable skill and care and will use commercially reasonable efforts to ensure its availability during the Trial Term, the Trial User acknowledging that Workhorse may be unavailable from time to time, whether for maintenance or otherwise.
- 7.2 The warranty in clause 7.1 will not apply to the extent of any non-conformance which is caused by use of Workhorse contrary to the Provider's instructions, or by any modification, alteration or configuration of Workhorse by any person other than the Provider or its authorised representatives.
- 7.3 The Provider gives no other warranties in respect of Workhorse. All representations, warranties, conditions and other terms, whether express or implied by law, by trade custom or otherwise, are hereby excluded to the fullest extent permitted by law.
- 7.4 Each party represents and warrants to the other that it has full power, authority and capacity to enter into and perform the Agreement, and that the person signing the Agreement on its behalf has full authority and permission to do so.

## **8 CONFIDENTIALITY**

- 8.1 Each party will keep confidential, and will not use for its own purposes (other than implementation of the Agreement) without the prior written consent of the other, or disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority), any and all information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is already public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of the Agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party will use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

## **9 DATA PROTECTION AND DATA PROCESSING**

- 9.1 The Provider shall, in providing Workhorse, comply with its Privacy and Cookies Policy, as such document may be amended from time to time by the Provider in its sole discretion.
- 9.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 9.3 The parties acknowledge that:
- 9.3.1 if the Provider processes any personal data on the Trial User's behalf when performing its obligations under the Agreement, the Trial User is the data controller and the Provider is the data processor for the purposes of the Data Protection Legislation (where "Data Controller" and "Data Processor" have the meanings as defined in the Data Protection Legislation);
  - 9.3.2 the Schedule to the Agreement sets out or references the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, "Personal Data") and categories of Data Subject; and
  - 9.3.3 the personal data may be transferred or stored outside the EEA or the country where the Trial User and the Authorised Trial User are located in order to use Workhorse and for provision of the Provider's other obligations under the Agreement.

- 9.4 Without prejudice to the generality of clause 9.1 the Trial User will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of the Agreement so that the Provider may lawfully use, process and transfer the Personal Data in accordance with the Agreement on the Trial User's behalf.
- 9.5 Without prejudice to the generality of clause 9.1 the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under the Agreement:
- 9.5.1 process that Personal Data only on the written instructions of the Trial User unless the Provider is required by law applicable in any part of the United Kingdom or by the laws of any member of the European Union or by the laws of the European Union applicable to the Provider to process Personal Data;
  - 9.5.2 not transfer any Personal Data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
    - 9.5.2.1 the Trial User or the Provider has provided appropriate safeguards in relation to the transfer;
    - 9.5.2.2 the data subject has enforceable rights and effective legal remedies;
    - 9.5.2.3 the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - 9.5.2.4 the Provider complies with reasonable instructions notified to it in advance by the Trial User with respect to the processing of the Personal Data,in which event the Customer shall be deemed to have agreed to the Privacy & Cookies Policy permitting any such transfer;
  - 9.5.3 assist the Trial User, at the Trial User's cost, 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;
  - 9.5.4 notify the Trial User without undue delay on becoming aware of a Personal Data breach;
  - 9.5.5 at the written direction of the Trial User, delete or return Personal Data and copies thereof to the Trial User on termination of the Agreement unless required by Applicable Law to store the Personal Data; and
  - 9.5.6 maintain complete and accurate records and information to demonstrate its compliance with this clause 9.
- 9.6 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).

9.7 The Provider shall:

- 9.7.1 subject to clause 9.8 not permit any processing of Personal Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Personal Data) without the prior written authorisation of the Trial User;
- 9.7.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Personal Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 9 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Provider and ensure each such Sub-Processor complies with all such obligations;
- 9.7.3 remain fully liable to the Trial User under the Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and
- 9.7.4 ensure that all persons authorised by the Provider or any Sub-Processor to process Personal Data are subject to a binding written contractual obligation to keep the Personal Data confidential.

9.8 The Provider shall notify the Trial User (for which email shall suffice) of any Sub-Processors prior to the Trial Start Date or promptly upon any change of Sub-Processor. The Trial User may object in writing to any addition of a new Sub-Processor within five (5) days of such notice, provided that the Trial User's objection is based on reasonable grounds relating to data protection. In such event, the parties shall discuss such concerns in good faith with a view to achieving resolution.

9.9 Either party may, at any time on notice to the other party, revise this clause 9 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these Terms of Service (Trial Use)).

**10 INDEMNITY**

10.1 The Trial User will indemnify the Provider against any losses, damage, liability, costs (including reasonable legal fees) and expenses incurred by the Provider as a result of any claim brought against the Provider, its agents, subcontractors or consultants for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt or use in the performance of the Agreement of the Trial User Data, or any other claim by any third party which arises out of or in connection with any Trial User Data or any breach of clause 6 (Service Abuse).

**11 LIMITATION OF LIABILITY**

11.1 Nothing in this clause 11 will limit or exclude either party's liability for:

- 11.1.1 death or personal injury caused by its negligence;
- 11.1.2 fraud or fraudulent misrepresentation; or
- 11.1.3 any other matter for which it is unlawful under English law to limit or exclude liability (as the case may be).

11.2 Subject to clause 10, neither party will have any liability arising under or in connection with the Agreement for:

- 11.2.1 any loss of profits or revenue;
- 11.2.2 any account of the Provider's profits or those of its Affiliates;
- 11.2.3 any increased costs;

- 11.2.4 any loss of anticipated savings;
- 11.2.5 any loss of opportunity;
- 11.2.6 any loss, destruction or corruption of data, except to the extent caused by the Provider's breach of its obligations under the Agreement;
- 11.2.7 any loss of goodwill or reputation;
- 11.2.8 any loss of management time or the cost of any increased administrative burden; or
- 11.2.9 any indirect or consequential loss.

11.3 Subject to clauses 11.1 and 11.2 and in recognition that no fee is payable by the Trial User to the Provider hereunder, the Provider's total aggregate liability arising under or in connection with the Agreement will be limited to £100.

## **12 TERM & TERMINATION**

- 12.1 The Agreement will commence on the Trial Start Date and will continue until the Trial End Date.
- 12.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement by giving 48 hours' giving written notice to the other party, such notice to expire and to take effect when received or deemed received in accordance with clause 16.9. It shall not be necessary to give a reason for such termination.

## **13 CONSEQUENCES OF TERMINATION**

- 13.1 Immediately following termination of the Agreement (for any reason), the Trial User will immediately cease, and will procure that the Authorised Trial User immediately ceases, all use of and access to Workhorse.
- 13.2 Termination of the Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of such termination.

## **14 SERVICE SUSPENSION & REVISIONS IN SERVICE**

- 14.1 Without prejudice to its other rights and remedies, the Provider may suspend access to Workhorse during the Trial Period for any reason.
- 14.2 Workhorse is a not a static product or service. The Provider shall throughout the Trial Term be entitled to make changes to Workhorse with the objective of improving its service offering to customers and the Trial User acknowledges that such a programme of continuous product development may result in the addition or deletion of features and/or functionality which can improve or degrade the service.

## **15 FORCE MAJEURE**

- 15.1 Neither party will be liable for failures, delays or reduced performance caused by any Force Majeure Event provided that it uses reasonable endeavours to perform regardless of the advent of the Force Majeure Event. Only those obligations of the affected party that are affected by the Force Majeure Event will be excused.



**16 GENERAL**

- 16.1 Any provision of the Agreement that expressly, by implication or by its nature is intended to come into or continue in force on or after termination will remain in full force and effect following such termination.
- 16.2 The parties are independent contractors. Consequently, the provisions of the Agreement will not, under any circumstances, be interpreted as creating any association or partnership between the parties. Neither party may bind the other in any manner whatsoever or in favour of anyone whomsoever, except in accordance with the Agreement.
- 16.3 The Trial User will not assign or transfer all or part of its rights and/or obligations under the Agreement to any third party. The Provider may assign the Agreement to any of its Affiliates without the Trial User's consent. The Trial User will not unreasonably withhold or attach conditions to its consent to any novation of the Agreement to any person which acquires all or substantially all of the business and/or assets of the Provider by way of any solvent acquisition or amalgamation.
- 16.4 The Provider may subcontract the performance of any of its obligations under the Agreement, provided that (subject to clause 15) the Provider will remain responsible for the acts and omissions of its subcontractors.
- 16.5 The Agreement contains the whole agreement between the parties relating to its subject matter. Each party acknowledges that, in entering into the Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to the Agreement or not) (each, a "Representation") other than as expressly set out in the Agreement. Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation will be for breach of the Agreement. Nothing in this clause 16.5 will limit or exclude any liability for fraud.
- 16.6 The Agreement applies to the exclusion of any other terms that the Trial User seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In particular, any terms or conditions attached to or forming part of any purchase order or other documentation issued by the Trial User will be null and void and of no effect.
- 16.7 No variation of the Agreement will be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.8 If any provision of the Agreement is held to be invalid or unenforceable for any reason, that provision will, if possible, be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The nullity or adjustment of any provision of the Agreement will not affect the validity and enforceability of any other provision of the Agreement.
- 16.9 Any notice required or permitted to be given under the Agreement to the Provider must be in writing and be sent by pre-paid first-class post or recorded delivery post to the Provider at 15 Bell Street, Reigate RH2 7AD, or such other address in the United Kingdom as the Provider may notify to the Trial User from time to time. A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. Any notice required or permitted to be given under the Agreement to the Trial User shall be deemed to have been sufficiently given and to have been served when sent by e-mail to the [First Name] [Last Name] and [email address] entered by the Trial User when first requesting access to Workhorse, those being the only details of the Trial User needed to start the trial.
- 16.10 The failure of a party to enforce a provision of the Agreement or any rights with respect thereto (or any delay in so doing) will not be a waiver of that provision or right, or in any way affect the validity of the Agreement. A waiver of any claim for a breach of the Agreement will not operate to waive any claims in respect of any other breach.
- 16.11 The Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law and subject to the exclusive jurisdiction of the English courts.

## **Schedule**

### **Processing, Personal Data and Data Subjects**

#### **1. Processing by the Provider**

##### **1.1 Scope and Nature**

Processing of personal data in order to provide the Trial User with Workhorse.

##### **1.2 Purpose of processing:**

Delivery of services by the Provider to the Trial User under the Agreement.

##### **1.3 Duration of the processing**

The Trial Term, and thereafter as provided in paragraph 6 of the Privacy & Cookies Policy .

#### **2. Types of Personal Data**

As set out in paragraph 2 of the Privacy & Cookies Policy, including:

- First name
- Surname
- Gender
- Address
- Telephone
- Email address
- Date of Birth
- Driving Licence
- Vehicle Registration number(s)

#### **3. Categories of Data Subject**

Individual clients, contacts and employees of the Trial User.