TERMS AND CONDITIONS

Last updated December 11, 2024

AGREEMENT TO OUR LEGAL TERMS

We are Patronus Technologies LTD ('**Company**', '**we**', '**us**', or '**our**'), a company registered in England at 57A Broadway, Southend-on-Sea, Leigh-on-Sea SS9 1PE.

We operate the website https://www.patronus-safeguarding.com (the '**Site**'), https://app.patronus-safeguarding.com (the '**Application**') and as well as any other related products and services that refer or link to these legal terms (the '**Legal Terms**') (collectively, the '**Services**').

Patronus is an incident reporting tool for safeguarding. It allows users to report incidents and concerns and report on them in aggregate. Patronus also offers other, functionality, services and tools, such as, but not limited to,audits, risk assessments and consultation.

You can contact us by phone at 07973877117, email at hello@patronus-safeguarding.com, or by mail to 57A Broadway, Southend-on-Sea, Leigh-on-Sea SS9 1PE.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('**you**'), and Patronus Technologies LTD, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by info@patronus-safeguarding.com, as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to

use the Services. If you are a minor, you must have your parent or guardian read and agree to these Legal Terms prior to you using the Services.

We recommend that you print a copy of these Legal Terms for your records.

> Compliance with the UK GDPR: This Agreement is a data processing agreement between a controller (the Client) and a processor (Patronus Technologies). The Parties agree that it meets the requirements for a controller's written instructions to its processor, including the mandatory clauses set out in Article 28 of the UK GDPR, and that neither Party will require the other to enter into any other agreement in relation to the provision of the Services, as defined in clause 1.

TABLE OF CONTENTS

1. OUR SERVICES
2. INTELLECTUAL PROPERTY RIGHTS
3. USER REPRESENTATIONS
4. USER REGISTRATION
5. PURCHASES AND PAYMENT
6. FREE TRIAL
7. CANCELLATION
8. PROHIBITED ACTIVITIES
9. USER GENERATED CONTRIBUTIONS
10. SERVICES MANAGEMENT
11. PRIVACY POLICY
12. COPYRIGHT INFRINGEMENTS
13. TERM AND TERMINATION
14. MODIFICATIONS AND INTERRUPTIONS
15. GOVERNING LAW
16. DISPUTE RESOLUTION
17. CORRECTIONS
18. DISCLAIMER
19. USER DATA
20. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES
21. MISCELLANEOUS

22. SUBPROCESSORS
23. SLA AND AGREEMENT
24. INFORMATION SECURITY
25. CONTACT US

1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

_____

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Content'), as well as the trademarks, service marks, and logos contained therein (the 'Marks').

The Content and Marks are provided in or through the Services 'AS IS' for your internal business purpose only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the 'PROHIBITED ACTIVITIES' section below, we grant you a non-exclusive, non-transferable, revocable licence to:

- access the Services; and
- download or print a copy of any portion of the Content to which you have properly gained access.

solely for your internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no proprietary parts of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. This does not include user generated content, generated within our platform such as Audits, Risk Assessments, Form Templates and Reports.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: hello@patronus-safeguarding.com. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions and contributions

Please review this section and the 'PROHIBITED ACTIVITIES' section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

You are responsible for what you post or upload: By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- confirm that you have read and agree with our 'PROHIBITED ACTIVITIES' and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- warrant that any such Submission and/or Contributions are original to you or that you have the necessary rights and licences to submit such Submissions and/or Contributions; and
- warrant and represent that your Submissions and/or Contributions do not constitute confidential information unless they remain private.

We may remove or edit your Content: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

Copyright infringement

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately refer to the 'COPYRIGHT INFRINGEMENTS' section below.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorised purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. PURCHASES AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Via Invoice and BACS or Card payment

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in GBP.

You agree to pay all charges at the prices then in effect for your purchases and any applicable set up and bespoke fees, and you authorise us to charge your chosen payment provider for any such amounts upon placing your order. If your order is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

6. FREE TRIAL

We offer a 7-day free trial to new users who register with the Services. The account will be charged according to the user's chosen subscription at the end of the free trial. Extended trials can be offered at our discretion.

7. CANCELLATION

All purchases are non-refundable. You can cancel your subscription at any time by contacting us using the contact information provided below. Your cancellation will take effect at the end of the agreed term of one year.

If you are unsatisfied with our Services, please email us at hello@patronus-safeguarding.com or call us at 07973877117.

8. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations in England and Wales.

- Engage in unauthorised framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ('gifs'), pixels, web bugs, cookies, or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms').
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorised script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorised use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavour or commercial enterprise.

9. USER GENERATED CONTRIBUTIONS

The services allow you to create user generated, business related content, such as Incident Reports, Risk Assessments, Audits and Documents (collectively, Submissions). Submissions remain the property and responsibility of the user, and sharing and permissions are at the sole discretion of the administrative user of the organisation. The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, 'Contributions'). Contributions may be viewable by other users of the Services within your organisation and through third-party websites if you chose to make them public. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.

- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

10. SERVICES MANAGEMENT

We reserve the right, as necessary and appropriate, to: (1) monitor the Services for potential violations of these Legal Terms to ensure compliance; (2) take appropriate legal or remedial action against any user or organization who violates the law or these Legal Terms, including, without limitation, reporting such activity to law enforcement authorities; (3) restrict, limit, or disable access to any Contributions, or portions thereof, that, in our reasonable judgment, violate these Legal Terms or pose a risk to the integrity or functionality of the Services; (4) remove or disable files and content that exceed reasonable size limits or place an undue burden on our systems, with prior notice where feasible; and (5) manage the Services in a manner necessary to protect our rights, property, and the proper functioning of the Services, including temporarily suspending or permanently revoking access for material violations of these Legal Terms. We reserve the right to cancel subscriptions and revoke access immediately without refund in cases of serious or repeated violations of these conditions. Where appropriate, we will endeavor to notify affected users to address any issues before taking such actions.

11. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: **http://app.patronus-safeguarding.com/privacy.pdf**. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United Kingdom. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United Kingdom, then through your continued use of the

Services, you are transferring your data to the United Kingdom, and you expressly consent to have your data transferred to and processed in the United Kingdom.

12. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a 'Notification'). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Services infringes your copyright, you should consider first contacting an attorney.

13. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. Without limiting any other provision of these Legal Terms, we reserve the right, in our reasonable discretion and where necessary to protect the integrity of the Services, to deny access to and use of the Services (including blocking certain IP addresses) to any person, with prior notice, for reasons including, but not limited to, a breach of any representation, warranty, or covenant contained in these Legal Terms or any violation of applicable law or regulation.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

14. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

15. GOVERNING LAW

These Legal Terms are governed by and interpreted following the laws of England, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. Patronus Technologies LTD and yourself both agree to submit to the non-exclusive jurisdiction of the courts of London, which means that you may make a claim to defend your consumer protection rights in regards to these Legal Terms in England, or in the EU country in which you reside.

16. Dispute Resolution

Informal Negotiations
To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to resolve any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration or court proceedings. Such informal negotiations commence upon written notice from one Party to the other Party.

Exceptions to Informal Negotiations and Arbitration
The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations or arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the

courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

17. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

18. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY

PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

19. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services.

20. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

By visiting the Services, sending us emails, or completing online forms, you acknowledge that you are engaging in electronic communications. You consent to receive electronic communications from us, including agreements, notices, disclosures, and other communications, via email or through the Services.

You also agree to the use of electronic signatures, contracts, orders, and other records, as well as the electronic delivery of notices, policies, and records of transactions initiated or completed through the Services, where legally permissible.

This consent does not affect your rights under applicable law, including your ability to request a paper copy of certain records or withdraw consent to electronic communications in accordance with applicable legal requirements. We reserve the right to charge a reasonable fee for providing paper copies where permitted by law.

Nothing in this clause waives your statutory rights or limits our obligation to comply with applicable electronic communication and signature laws in your jurisdiction.

21. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a

waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

22. SUBPROCESSORS

The following subcontractors are engaged by Patronus Technologies as sub-processors to process personal data.

Heroku: Infrastructure and cloud provider | Based in London | Required service
AWS: Asset Storage | Based in London | Required service
OpenAI: AI and machine learning services | Based in Frankfurt | Feature specific and Opt in only service
Mailgun: Email services | Based in London | Required service

23. SLA AND AGREEMENT

Service level agreements, including uptime, Recovery Point and Recovery Time objectives are outlined in a separate agreement to be signed by both parties before the commencement of the service.

24. INFORMATION SECURITY

Data Centres:
Patronus Safeguarding is hosted on third party servers situated in London UK.
The data centres are operated by our subcontracted hosting services provider and maintained to both ISO 9001 (Quality) and ISO 27001 (Information Security) standards. They are manned 24/7/365 by dedicated security personnel and benefit from secure physical access controls and CCTV monitoring.

Data encryption
All data entered and held in Patronus Safeguarding is encrypted in transit and at rest.

SSL encryption takes place between the Authorised User’s computer and the Patronus server when Patronus is accessed and between the clients’ MIS and the Patronus server when data is being transmitted through the automatic extract.

The SSL certificate enables the Authorised User’s computer to verify that the site into which they are entering data is, in fact, the Patronus server. Connections are encrypted with 256-bit AES Encryption. 256-bit AES encryption is applied to all data stored in the Patronus database.

Data resilience:

Data resilience using Heroku and AWS is achieved through a combination of robust infrastructure and reliable backup strategies. Heroku, built on AWS, leverages the cloud provider's high-availability zones to ensure data is always accessible, even in case of localised failures. Heroku Postgres, for example, includes automated backups, point-in-time recovery, and failover capabilities to protect your data from unexpected incidents. Additionally, AWS services like S3 provide durable, geographically distributed storage for long-term data retention, ensuring redundancy and minimising data loss risks. Together, Heroku and AWS create a resilient environment for safeguarding critical application data.

Access control
Patronus uses multi-factor authentication to ensure that only Authorised Users can access The platform.
Access requires the Authorised User to enter:
a. Their unique user identifier
b. A strong password, and or
c. A unique passcode generated by an authenticator app
d. Single Sign on via an authorised IDP

Audit controls
All access to Patronus and key actions performed within Patronus, e.g. creation, modification and deletion of Content, are time, date and user stamped. Consequently, an audit trail is maintained that accurately records all key activities undertaken using Patronus. This provides additional security by providing the ability to investigate and analyse what has been done, by whom and when.

25. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Patronus Technologies LTD
57A Broadway,
Southend-on-Sea,
Leigh-on-Sea
SS9 1PE
England
Phone: 07973877117
hello@patronus-safeguarding.com