

Terms and Conditions of Business

These terms explain what Simply Smarter Marketing does, how we work together, and what you can expect from us and from each other.

They apply whenever your business uses our services. You accept these terms by signing the Proposal, by confirming acceptance in writing (including by email), or by allowing us to start work on your behalf. Any one of these is enough to create a binding agreement between us, and no physical signature is required. If you are accepting on behalf of a company or organisation, you are confirming that you have the authority to do so.

Simply Smarter Marketing Limited is a company registered in England and Wales (Company No. 6917637). We also trade as Grey Geeks and SBL Media.

1. What we do

We provide marketing consultancy, website design and development, website hosting, and platform services. The specific work we do for you is agreed before we begin.

Our work is carried out by our team of employees, consultants, and contractors. We sometimes use AI-powered tools to help us with tasks such as drafting content, suggesting images, automating processes, and analysing data. Whatever tools we use, we are responsible for checking and signing off everything we deliver to you.

2. Getting started

For each new engagement, we will send you a Proposal setting out what we will do, how long it will take, and what it will cost. The initial Proposal must be agreed before we start. Once we are working together, follow-on or additional work can be instructed in writing (including by email) or verbally, and will be carried out under these same terms unless we agree otherwise in writing.

Our agreement with you begins as soon as you approve the Proposal, or as soon as we begin work on your behalf, whichever happens first.

Any estimate we give you is valid for 10 working days. All prices and estimates are shown without VAT, which will be added to your invoices at the current rate. Not all of our work is fixed price; where work is charged on a time-and-materials basis, the estimate is indicative only and the final fee will reflect the time actually spent.

What we need from you

To do our best work for you, we need your help. Please:

- give us accurate, complete, and up-to-date information
- respond to our questions and review our drafts promptly
- make sure only people you have authorised give us instructions
- let us know straight away if anything important about your business changes
- obtain any permissions or approvals you need before we start.

What this means: If you give us incomplete or inaccurate information and that causes a problem, we are not responsible for any costs or losses that result.

3. Fees and payment

Your fees are set out in the Proposal. Our standard payment term is 30 calendar days from the date of the invoice. Some invoices operate on shorter payment terms (for example, 10 calendar days) and, where they do, the payment term shown on the face of the invoice applies. Time is of the essence for payment. VAT will be added at the standard rate.

We sometimes ask for a deposit of up to 50% of the total fee, or for full payment in advance, before we start. If the agreed advance payment is not paid, we may choose not to begin the work.

Changing our rates

We can change our hourly rates, but we will always give you at least 20 working days' notice in writing before a change takes effect. If you are not happy with the new rate, you can end the contract within 10 working days of receiving our notice. You will still need to pay for any work we have already done.

If work grows beyond what was agreed

If the scope of the work turns out to be larger or more complicated than originally agreed, we will talk to you about it and agree a new price before doing any additional work. We will not charge you for extra work without telling you first.

If you pay late

If you do not pay an invoice on time, we may, without further notice and without affecting any other right or remedy: (a) pause all or any part of the work we are carrying out for you; (b) where we are managing paid advertising campaigns for you, pause or switch off those campaigns. We will not be liable for any loss of leads, conversions, opportunities, revenue, or other consequences of campaigns paused or switched off under this clause; (c) where we are hosting your website or providing any related infrastructure service, suspend that service until your account is brought up to date; and (d) charge interest on the overdue amount at 4% above HSBC's base rate,

calculated daily from the day the payment was due until payment is made in full. We will not be responsible for any other consequences of pausing or suspending services under this clause.

What this means: *Pausing work due to late payment is not something we do lightly, but it is something we may have to do if invoices are not paid.*

You must pay in full

You must pay what you owe in full. You cannot reduce or withhold a payment because you have a complaint or dispute. If you have a concern about our work, please raise it with us directly and we will address it, but this does not change your obligation to pay.

What this means: *This is a standard commercial requirement. If you genuinely believe we have done something wrong, you can raise a complaint and we will deal with it fairly, but payment must still be made while that process runs.*

If you cancel before we start

If you need to cancel a booked engagement before it begins, we will charge a cancellation fee based on how much notice you give us. This reflects the time and planning we have already committed.

How much notice you give	What you will be charged
60 days or more before the start date	Nothing
30 to 59 days before the start date	50% of the agreed fee
14 to 29 days before the start date	75% of the agreed fee
7 to 13 days before the start date	85% of the agreed fee
Less than 7 days before the start date	100% of the agreed fee

Where work has been agreed on a time-and-materials basis rather than for a fixed fee, the percentages above apply to the fees that would have been payable for the time we have allocated to the work.

If you have already paid a deposit, we will use it to cover all or part of the cancellation charge.

4. How we deliver the work

We will carry out the work described in the Proposal to a good professional standard. We will try to meet any deadlines we have agreed, but delivery dates are always estimates unless we have specifically confirmed a date is fixed.

If we need to make minor changes to how we deliver the work in order to comply with the law or without affecting the overall quality, we can do so. We will let you know if this happens.

If you cause a delay

Sometimes delays happen because we are waiting for information, approvals, or materials from you. If your actions or inactions prevent or delay our work, we can pause until you provide what we need. We are not responsible for any knock-on effects of that delay.

If the project is delayed by more than 20 working days because of something on your side, for example because you have not provided feedback, signed documents, or given us what we asked for, we reserve the right to charge the full fee even if the work is not yet complete.

***What this means in practice:** We will always try to resolve delays by talking to you first. This provision exists for situations where a project stalls indefinitely due to inaction on the client side.*

5. Who owns the work

Work we create specifically for you

If we create something specifically for you, such as bespoke website designs, written content, or other custom solutions, the ownership of that work transfers to you as soon as you have paid all outstanding fees in full.

***What this means:** Until all fees are paid, the work remains ours. Once you have paid in full, it is yours to use however you need.*

Our own tools and templates

We have our own tools, templates, processes, and systems that we use across many client projects. These stay ours. You get the benefit of them through the work we deliver, but you do not own them.

Third-party materials

Some work may include third-party stock media or content — for example, images, video, audio, fonts, or software owned by third parties. Where this is the case, we will acquire the appropriate commercial licence for use of that material in your project. Those materials are licensed only for the specific project for which we acquire them and may not be reused or relied on in any other context.

Your own materials

Anything you provide to us, such as your brand assets, data, or existing software, remains yours. We will only use your materials to carry out the agreed work and for nothing else.

No resale

You may use the work we create for you for your own business purposes. You may not resell, license, sub-licence, or otherwise commercially distribute our work to third parties, except where we have specifically agreed this in the Proposal or otherwise in writing. If you sell your business (or the part of your business to which the work relates), you may assign your rights to use the work to the buyer, provided you give us written notice and the buyer agrees in writing to be bound by these terms in relation to ongoing use of the work.

6. Keeping things confidential

Confidentiality

We will keep your confidential business information private. We will not share it with anyone outside our team except where we have to for legal reasons or to carry out the work. You will do the same with our confidential information.

This obligation continues for five years after our engagement ends.

We may mention your name as a client in our own marketing materials, such as our website or case studies, unless you tell us in writing that you would prefer us not to.

Where we use AI tools that process your information, we will use reasonable endeavours to use tools that meet UK privacy and data security standards. We cannot guarantee the ongoing compliance of any third-party AI platform, as the terms, capabilities, and operating practices of these platforms can change without notice.

How we handle your personal data

Both of us need to comply with UK data protection law, including the UK GDPR and the Data Protection Act 2018.

Where you provide us with personal data about your own customers, prospects, or employees so that we can carry out the services, you are the data controller and we are the data processor. That means you decide what personal data is collected and why, and we handle it on your behalf and only do what you tell us to do with it. The processor terms which apply to that processing are set out in the Data Processing Addendum at Schedule 1.

You are responsible for making sure you have a lawful reason to share personal data with us, and for telling the people whose data it is that you are doing so.

We will:

- only process personal data according to your written instructions
- keep it secure using appropriate technical measures
- make sure our staff treat it as confidential
- tell you about any data breach affecting your data within 48 hours of becoming aware of it
- delete or return the data when the contract ends, in line with the Data Processing Addendum at Schedule 1
- not send personal data outside the UK or Europe unless the right protections are in place

The full detail of how we process personal data on your behalf, including our use of approved sub-processors, is set out in the Data Processing Addendum at Schedule 1.

What this means: In plain terms: your customer or employee data is yours. We will not use it for anything other than the work you have asked us to do, and we will keep it safe. The Data Processing Addendum at Schedule 1 sets out the legal detail.

7. Websites and hosting

When we build a website for you, it will work with the most common browsers at the time we build it, including Chrome, Firefox, Safari, and Microsoft Edge. We cannot guarantee it will work on every device or older browser versions.

Hosting is not included in a website build unless we have specifically said so in the Proposal. It is a separate annual cost. We will send you a renewal invoice in good time before your hosting is due to renew, with the same payment terms set out in section 3. If the renewal invoice is not paid by the renewal date, we will treat that as your instruction to cancel and your hosting will be suspended immediately. Once suspended, your data may be subject to deletion at any time.

Hosting availability

Our hosting service is provided through a specialist third-party infrastructure provider. We will use reasonable endeavours to keep your hosting available, but we cannot guarantee specific uptime levels or a service level agreement. Where there is a significant outage or service issue, we will tell you as soon as we reasonably can and work with our upstream provider to resolve it.

What we look after, and what you look after

We are responsible for maintaining reasonable security standards for the parts of the hosting service that we directly control, including administrative access to your account, our internal systems, and any CMS patching or maintenance services you have separately contracted with us.

The underlying server infrastructure is operated by our upstream provider and the security of that infrastructure sits with them. You are responsible for keeping your website software, plugins, and add-ons up to date. If your site becomes a security risk because it has not been maintained, we may take it offline.

Important things to know about hosting

- We take backups for our own system recovery purposes only. We do not restore individual customer data from these system backups. We offer a separate paid backup service as an additional add-on, billed independently of hosting. The scope, retention period, recovery commitments and fees for any paid backup service are set out in the relevant service description or order form. Unless you have subscribed to a paid backup service, you should keep your own copies of anything important.
- Email inboxes that have not been accessed for 100 days will be deleted automatically.
- It is your responsibility to export your data and complete any backup before your renewal or cancellation date. After that date, your data may be subject to deletion at any time and may not be recoverable.
- To cancel your hosting in good standing, you must give us at least 30 calendar days' written notice before your renewal date. We do not give refunds for unused time on annual hosting plans. If we do not receive your renewal payment by the renewal date, your hosting will be treated as cancelled in accordance with the paragraph above.
- Support is available by email at support@simplysmartermarketing.uk. You can raise service issues with us at any time, and we will investigate and respond within a reasonable timeframe. We do not offer phone support for hosting.

What this means: When your hosting account is terminated, suspended, or closed for any reason, your data may be subject to deletion at any time within the following 90 days, and we do not guarantee that your data will remain available for any specific period after that point. Please back up anything you want to keep before your renewal or cancellation date.

8. Simply Smarter Connect platform

Simply Smarter Connect is our marketing platform. It can include CRM tools, email marketing, automation, funnels, and website functionality. We set it up, support it, and manage your account. The underlying technology is provided by a third-party platform provider.

Because the platform runs on third-party software, we cannot be responsible for technical outages, interruptions, or changes to how it works. These are outside our control. We will pass on any material change or outage notice we receive from the third-party provider as soon as we reasonably can, and where a change fundamentally affects

your use of the platform, you may end the platform service without penalty by giving us written notice.

The third-party platform provider operates from outside the United Kingdom, and our agreement with them is governed by the law of their place of business. Our agreement with you remains governed by the laws of England and Wales (see section 11), but you should be aware that any issue that ultimately involves the third-party platform provider may be subject to those upstream arrangements.

Your responsibilities on the platform

When you use the platform to contact people, the law places important obligations on you. You are responsible for:

- making sure all your marketing emails, text messages, and calls comply with the law, including UK data protection law and the rules around electronic marketing
- getting proper consent from people before contacting them, and keeping records of that consent
- honouring any requests from people to stop receiving your messages
- making sure all the data you upload is accurate and that you have the right to use it
- dealing with any requests from people who want to see, update, or delete their data
- investigating and reporting any data breaches involving data you hold on the platform
- keeping your login details secure and only allowing authorised people to use your account
- reviewing any AI-generated content before you use it. AI tools can make mistakes, and the content they produce is not professional advice.

Fees

The cost of the platform is set out in your Proposal. Usage-based costs, such as the cost of sending text messages or large volumes of email, will be charged separately.

Platform fees are not refundable once charged, unless we agree otherwise in writing.

What this means: You are the one legally responsible for how you use the platform to contact people. If you are unsure about your legal obligations around email or text marketing, please take advice before you start sending.

9. Our liability to you

Please read this section carefully. It explains the limits on what we are responsible for if something goes wrong.

What we are always responsible for

There are some things we cannot limit our responsibility for, no matter what. These are:

- death or personal injury caused by our negligence
- fraud or deliberate dishonesty
- any other legal liability that cannot be limited by contract

What we are not responsible for

Outside of those things, and to the fullest extent allowed by law, we are not responsible for any of the following, whether direct or indirect:

any indirect, consequential, special, or incidental losses

loss of income, profit, revenue, business, business opportunities, goodwill, or reputation

loss or corruption of data, except where it results directly from something we have done wrong

loss of anticipated savings or wasted expenditure

failures, outages, changes, or delays caused by third-party platforms or upstream suppliers

What this means: For example, if a marketing campaign we run does not generate the results you hoped for, that does not automatically mean we have done something wrong, and we would not be liable for lost revenue.

The overall cap on our responsibility

If you do have a valid claim against us, our total liability for that claim is limited to the fees you have actually paid us for the specific service or project to which the claim relates, in the twelve months immediately before the event giving rise to the claim. This cap is applied on a per-service basis and is not aggregated across the wider relationship between us. Where a claim relates to a service that has been provided for less than twelve months, the cap is the total fees paid for that service to date.

By way of example: if you pay £2,500 per year for a Simply Smarter Connect subscription, and a claim arises out of that subscription, our liability for that claim is capped at £2,500. Any other services you take from us (for example, hosting, website development, or marketing consultancy) are treated as separate services for the purposes of this cap, and the fees paid for those other services are not added in.

The Simply Smarter Connect platform

For the platform specifically, we are also not responsible for technical failures caused by the third-party software provider, or for any compliance failures on your part when using the platform.

10. Ending the contract

Either of us can end the contract by giving the other at least 30 calendar days' written notice. The contract remains in force during the notice period and you will be billed in the normal way for any services delivered during that period. You can send notice by email. The specific notice period for hosting (set out in section 7) applies to hosting cancellations.

Ending immediately

Either of us can end the contract immediately, without notice, if:

- the other party has seriously broken the terms of the agreement and has not fixed the problem within 7 days of being told about it in writing
- the other party becomes insolvent, enters administration, or stops trading

We can also end the contract immediately if you miss a payment.

When the contract ends

When the contract ends, for whatever reason:

- any unpaid invoices become due immediately
- you must return any materials belonging to us that you hold

we will give you a reasonable export window for your data, proportionate to the service and as set out in section 7 for hosting and in Schedule 1 for personal data held under the Data Processing Addendum

Separately, for six months after the contract ends, you agree not to directly approach or hire any member of our team who worked on your account.

If something goes wrong: complaints and escalation

If you are not happy with the service or have a concern about something we have done, you must raise it in writing, addressed to the Director, with a copy to support@simplysmartermarketing.uk. Concerns raised verbally or to other members of our team will not be treated as formal complaints for the purposes of these terms. We will acknowledge your complaint within 5 working days and aim to investigate and respond substantively within 20 working days. Where a complaint relates to a service issue that depends on an upstream provider, we will escalate it to them on your behalf and keep you informed of progress.

Things outside our control

We are not responsible for delays or failures caused by events beyond our reasonable control. This includes things like extreme weather, power outages, strikes, government action, pandemics or other public health events, cyber attacks, internet or telecommunications outages, or the failure or unavailability of a third-party supplier or platform. If something like this happens, we will let you know and work with you to find a practical solution.

11. A few other important points

These terms, together with your Proposal and the Data Processing Addendum at Schedule 1, make up the full agreement between us. They replace any earlier discussions, quotes, or promises that are not written into the contract.

We can update these terms from time to time. If we make a change that affects your rights or our obligations in a material way, we will give you at least 30 days' written notice before the change takes effect. Where you continue to use our services after that notice period, you will be treated as having accepted the updated terms.

We can pass our rights and obligations to another party, for example if our business is restructured. You cannot pass yours to someone else without our written agreement.

If any part of these terms turns out to be unenforceable, the rest of them still apply.

These terms are between you and us. A person who is not a party to them has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of their terms.

Nothing in these terms creates a partnership, joint venture, or agency relationship between us.

Any notice you give us under these terms must be in writing and sent by email to support@simplysmartermarketing.uk, or such other address as we notify to you in writing. Any notice we give you will be sent by email to the address we hold for you.

These terms are governed by English law. If there is ever a dispute that cannot be resolved between us, the courts of England and Wales will have jurisdiction.

Schedule 1 — Data Processing Addendum

This Data Processing Addendum (the DPA) forms Schedule 1 to the Terms and Conditions of Business between Simply Smarter Marketing Limited (we, us, our) and the client identified in the relevant Proposal (you, your). It sets out the terms on which we process personal data on your behalf when providing the services under the Terms and Conditions of Business (the Main Agreement).

This DPA contains the provisions required by Article 28 of the UK GDPR for contracts between controllers and their processors. In the event of any conflict between this DPA and the Main Agreement on a matter relating to personal data, this DPA prevails.

1. Definitions

In this DPA, the following terms have the meanings given to them:

Approved Sub-processor: any third party we engage to Process Personal Data on the Controller's behalf as part of our services. This includes cloud-based service providers (such as email and document storage, CRM and marketing platforms, website hosting providers, and AI-based content or processing tools) and any other service provider with access to the Personal Data, but does not include third-party tools used purely internally where the Personal Data is not transmitted to or accessible by that provider. Approved Sub-processors as at the date of this DPA are listed in Annex B.

Data Protection Legislation: the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (as amended), and any other data protection or privacy law or guidance applicable to a party from time to time.

Personal Data: any personal data (as defined in the UK GDPR) that we process on your behalf in connection with the services under the Main Agreement, as described in Annex A.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data.

Restricted Transfer: a transfer of Personal Data from the UK to a country or territory that is not the subject of UK adequacy regulations under section 17A of the Data Protection Act 2018.

UK GDPR: the UK General Data Protection Regulation, as defined in section 3(10) (supplemented by section 205(4)) of the Data Protection Act 2018.

Controller, Processor, Data Subject, Processing: have the meanings given in the Data Protection Legislation.

2. Roles and scope of processing

2.1 For the purposes of the Data Protection Legislation, you are the Controller and we are the Processor in respect of the Personal Data.

2.2 You retain control of the Personal Data and remain responsible for your compliance obligations under the Data Protection Legislation, including for the lawfulness of your written instructions to us, for providing any required notices to data subjects, and for obtaining any required consents.

2.3 Annex A sets out the subject matter, duration, nature and purpose of the processing, the categories of Personal Data processed, and the categories of data subjects.

3. Our obligations as Processor

3.1 Processing on documented instructions. We will only process the Personal Data:

- for the purposes set out in Annex A and as otherwise necessary to perform the services under the Main Agreement; and
- on your documented instructions, including the instructions set out in the Main Agreement and any further instructions you provide in writing, unless we are required to process the Personal Data by law (in which case we will inform you of that legal requirement before processing, unless the law prohibits us from doing so).

If, in our reasonable opinion, an instruction would infringe the Data Protection Legislation, we will promptly notify you and may suspend processing pending agreement on a compliant approach.

3.2 Confidentiality. We will ensure that personnel authorised to process the Personal Data are bound by appropriate confidentiality obligations and have received training appropriate to their role.

3.3 Security. We will implement and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration or disclosure. Our current measures are described in Annex C. We will review these measures from time to time and may update them, provided that the overall level of protection is not reduced.

4. Sub-processors

4.1 Authorised sub-processors. You give your general written authorisation for us to engage the sub-processors listed in Annex B for the processing of the Personal Data.

4.2 New sub-processors. We will give you at least 14 days' prior written notice of any intended addition or replacement of a sub-processor. You may object to the change on reasonable data protection grounds within that period. If we cannot accommodate a reasonable objection, you may terminate the affected service under the Main Agreement on written notice.

4.3 Equivalent obligations. We will impose on each sub-processor, by written contract, data protection obligations that are substantially the same as those in this DPA (typically achieved by relying on the sub-processor's own published data processing terms which we accept when engaging that sub-processor). Subject to the limitations and exclusions of liability in the Main Agreement (including the per-service liability cap in section 9 of the Main Agreement), we remain responsible to you for the acts and omissions of our sub-processors as if they were our own.

5. International transfers

5.1 Some of our sub-processors are based outside the UK and the European Economic Area, including in the United States (see Annex B). Where this involves a Restricted Transfer, we will ensure that an appropriate safeguard under Article 46 of the UK GDPR is in place before any transfer takes place, such as the UK International Data Transfer Agreement (IDTA) or the UK Addendum to the EU Standard Contractual Clauses.

5.2 We will not carry out any other Restricted Transfer of the Personal Data without first putting in place an appropriate safeguard under Article 46 of the UK GDPR or, if there is no such safeguard, obtaining your prior written consent.

6. Personal data breaches

6.1 We will notify you without undue delay, and in any event within 48 hours, after becoming aware of a Personal Data Breach affecting the Personal Data.

6.2 Our notification will include, to the extent known at the time and supplemented as further information becomes available:

- a description of the nature of the breach, including (where possible) the categories and approximate number of data subjects and Personal Data records affected;
- the name and contact details of our lead contact for the breach;
- the likely consequences of the breach; and
- the measures we have taken or propose to take to address the breach and mitigate its effects.

6.3 We will co-operate reasonably with you in investigating and responding to the breach, including in any notifications you are required or choose to make to the Information Commissioner's Office (ICO), data subjects or any other party.

6.4 You retain sole responsibility for determining whether a breach is notifiable to the ICO or to affected data subjects under the Data Protection Legislation.

7. Data subject rights and assistance to you

7.1 Taking into account the nature of the processing and the information available to us, we will provide reasonable assistance to help you respond to:

- requests from data subjects to exercise their rights under the Data Protection Legislation, including the rights of access, rectification, erasure, restriction, portability and objection; and
- your compliance obligations under Articles 32 to 36 of the UK GDPR, including in relation to security, breach notification, data protection impact assessments and prior consultation with the ICO.

7.2 If we receive a request from a data subject relating to the Personal Data, we will not respond to it directly (except to acknowledge receipt) and will notify you within 5 working days of receipt so that you can respond.

8. Records and audit

- 8.1** We will keep records of our processing of the Personal Data as required by Article 30(2) of the UK GDPR and will make those records available to you on reasonable written request.
- 8.2** On no less than 30 days' written notice, and no more than once in any 12-month period (except where required by the ICO or following a Personal Data Breach), we will make available to you such information as is reasonably necessary to demonstrate our compliance with this DPA, and will allow for and contribute to audits, including inspections, conducted by you or a third-party auditor mandated by you. You will bear the reasonable costs of any audit, and any audit will be conducted in a manner that does not unreasonably disrupt our normal operations.

9. Return or deletion at the end of the services

- 9.1** On termination or expiry of the services under the Main Agreement, we will, at your choice, return or securely delete the Personal Data in our possession or control, within a reasonable period following the end of the services and in any event within 30 days, unless we are required by law to retain it.
- 9.2** We will certify completion of any deletion in writing on your request. A confirmation sent by email is sufficient for these purposes. Where we are required by law to retain any Personal Data, we will continue to protect it in accordance with this DPA until deletion is permitted.

10. Your obligations as Controller

- 10.1** You confirm that you have a valid lawful basis for the processing of the Personal Data that you instruct us to carry out, and that you have given any required notices and obtained any required consents from data subjects.
- 10.2** You will not give us any instruction that would cause us to be in breach of the Data Protection Legislation.
- 10.3** You will provide the Personal Data to us in a way that is consistent with the Data Protection Legislation, including in respect of any onward transfers to us from outside the UK.

11. Liability, term and interaction with the Main Agreement

- 11.1** Liability. The limitations and exclusions of liability set out in the Main Agreement apply to this DPA. Where a single act or omission gives rise to liability under both the Main Agreement and this DPA, that liability will not be counted twice.
- 11.2** Term. This DPA takes effect on the date the Main Agreement (as it incorporates these terms and this DPA) takes effect with respect to you, and applies to the Processing of Personal Data carried out on or after that date. For the avoidance of doubt, this DPA is not backdated to any earlier engagement. From the date it takes effect, it applies to all Personal Data we hold on your behalf, including Personal Data accumulated during any prior engagement. This DPA continues for as long as we

Process the Personal Data. Clauses 6, 8, 9, and any other clauses which by their nature should survive, will survive termination.

11.3 Conflicts. In the event of a conflict between this DPA and any other part of the Main Agreement on a matter relating to the processing of Personal Data, this DPA prevails.

11.4 Updates. We may update this DPA from time to time to reflect changes in the Data Protection Legislation or guidance from the ICO, on reasonable prior written notice to you.

Annex A — Processing details

Controller	You — the client identified in the relevant Proposal under the Main Agreement.
Processor	Simply Smarter Marketing Limited (Company No. 6917637), trading also as Grey Geeks and SBL Media.
Subject matter of processing	The processing of Personal Data on your behalf in connection with the marketing services we provide to you under the Main Agreement, including the Simply Smarter Connect platform and any related services where we access or operate systems containing your Personal Data.
Duration of processing	For the duration of the Main Agreement and for any further period during which we hold Personal Data pending its return or deletion under clause 9 of this DPA.
Nature of processing	• collection, storage, organisation, structuring and retrieval; • use within the Simply Smarter Connect platform and any other systems we operate on your behalf; • transmission to the sub-processors listed in Annex B; • deletion, restriction and (where requested) return.
Purpose of processing	• delivering the marketing, CRM, automation and platform services described in the relevant Proposal; • managing your account and communicating with you in connection with the services; • supporting you with your own compliance obligations as Controller (for example, helping you respond to data subject requests).
Categories of Personal Data	• contact details (name, business contact details, email, phone); • lead and prospect data (including engagement and consent records); • customer relationship and communications data (including emails, call notes, and CRM records); • marketing preferences and opt-in / opt-out records; • website analytics data (including IP addresses, cookie identifiers and on-site behaviour) where collected through systems we operate on your behalf.

Special category data	Not processed by SSM on the Controller's behalf in the ordinary course. If special category data is processed exceptionally, this will be confirmed in writing as a specific instruction from the Controller.
Categories of data subjects	• the Controller's clients, customers and prospects; • the Controller's employees and representatives, where their data appears in the systems we operate; • website visitors and form submitters.
Authorised persons	The persons identified in the relevant Proposal as the Controller's primary contacts, and, in the absence of such identification, any director or other duly authorised representative of the Controller. The Controller may notify us in writing of any change to its authorised persons at any time.

Annex B — Approved sub-processors

As at the date of this DPA, we use the following sub-processors. We will keep this list updated and any changes will be notified in accordance with clause 4.2.

Sub-processor	Service	Location	Transfer mechanism (where applicable)
Microsoft Ireland Operations Ltd	Email, document storage (OneDrive/SharePoint), business communications and file management	EEA (Ireland), with onward transfers to the United States	UK Addendum to the EU Standard Contractual Clauses (or IDTA), as set out in Microsoft's Data Protection Addendum
HighLevel Inc.	CRM, marketing automation, email/SMS marketing, landing pages and form data capture	United States	UK Addendum to the EU Standard Contractual Clauses (or IDTA), as set out in HighLevel's Data Processing Addendum
20i Limited	Website hosting, domain and related infrastructure services	United Kingdom	Not applicable (no Restricted Transfer at this layer)

OpenAI Ireland Ltd	AI text-generation tool (ChatGPT). Used in connection with the services where client material may be included in prompts.	EEA (Ireland), with onward transfers to the United States	UK Addendum to the EU Standard Contractual Clauses, as set out in OpenAI's Data Processing Addendum
Anthropic UK Limited / Anthropic, PBC	AI text-generation tool (Claude). Used in connection with the services where client material may be included in prompts.	United Kingdom, with onward transfers to the United States	UK Addendum to the EU Standard Contractual Clauses (or IDTA), as set out in Anthropic's Data Processing Addendum
Perplexity AI, Inc.	AI search and research tool. Used in connection with the services where client material may be included in queries.	United States	UK Addendum to the EU Standard Contractual Clauses (or IDTA), as set out in Perplexity's Data Processing Addendum
Microsoft Ireland Operations Ltd (Microsoft Copilot)	AI productivity tools integrated with Microsoft 365. Used in connection with the services where client material may be included in prompts or accessible to the tool.	EEA (Ireland), with onward transfers to the United States	UK Addendum to the EU Standard Contractual Clauses, as set out in Microsoft's Data Protection Addendum
Google Ireland Limited (Gemini)	AI text- and content-generation tool. Used in connection with the services where client material may be included in prompts.	EEA (Ireland), with onward transfers to the United States	UK Addendum to the EU Standard Contractual Clauses, as set out in Google's Data Processing Terms
Runway AI, Inc.	AI video- and image-generation tool. Used in connection with the services where client material may be included in inputs.	United States	UK Addendum to the EU Standard Contractual Clauses (or IDTA), as set out in Runway's Data Processing Addendum

Mango Technologies, Inc. (trading as ClickUp)	Project management and collaboration platform used internally to manage delivery of the services. May contain client personal data (such as contact details and project records).	United States	UK Addendum to the EU Standard Contractual Clauses (or IDTA), as set out in ClickUp's Data Processing Addendum
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Annex C — Technical and organisational measures

We apply the following measures to protect Personal Data we process on your behalf. We review these from time to time and may update them, provided that the overall level of protection is not reduced.

Access controls	Role-based access permissions to systems and data, applied on a least-privilege basis. Access is granted and removed in line with role changes and on departure of personnel.
Authentication	Multi-factor authentication (2FA) is enforced for all accounts that hold or can access Personal Data, in addition to a strong password policy.
Device and storage	Personal Data is primarily held in cloud services provided by our sub-processors. Where data is held on local laptops or mobile devices, those devices are configured with operating-system-level security controls and access is restricted to authorised users.
Encryption in transit	Personal Data is transmitted over public networks using encryption where the relevant service or platform makes encryption available (for example, TLS for email, web traffic and connections to our sub-processor platforms). We do not control the encryption standards implemented by our sub-processors but use established providers whose current published security practices we consider appropriate to the level of risk involved.
Sub-processor management	We use established cloud providers (see Annex B) whose own technical and organisational measures we have reviewed and which we consider appropriate to the level of risk involved in the processing.
Personnel	Personnel with access to Personal Data are bound by confidentiality obligations and receive appropriate training on their data protection responsibilities.

Incident handling	We operate an internal process for identifying and responding to suspected Personal Data Breaches, including escalation to our lead data protection contact, notification to the Controller in line with clause 6, and review of remedial actions.
Governance	Our lead data protection contact is the Director of Simply Smarter Marketing Limited. We are registered with the Information Commissioner's Office under registration number Z3391914.

Simply Smarter Marketing Limited | Company No. 6917637 | Registered in England and Wales
Schedule 1 — Data Processing Addendum | Version 2.0 | Governed by English law