

NEXUS POINT LIMITED

Apex AI

Terms of Service

These Terms govern the supply of the Apex AI platform and associated services by Nexus Point Limited to business customers. Together with the Order, they form the whole agreement. This is a standalone document and does not require reference to Nexus Point's General Terms and Conditions or to any other Nexus Point terms.

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Where to find the things most often asked for: the sub-processor and AI provider list is in Annex C, section C1. Security, backup and recovery commitments are in Annex D. Data processing particulars for Article 28 purposes are in Annex B. Service levels and credits are in Annex A.

KEY TERMS AT A GLANCE

This summary is for convenience only. It does not form part of the Agreement. Where it differs from the Terms, the Terms apply.

Topic	What it means	Clause
Term	Sign up online and you are on a rolling monthly or annual plan you can cancel from within the platform. Longer terms are only ever agreed on a signed Order, and we will remind you in writing three months before your notice date.	Order; Clause 3
Your data	Your data stays yours. We never use it to train AI models, and neither do our model providers.	Clause 11
Your content	You own your brand, images, vehicle data and copy. We own the platform, the templates, the components and the AI system that builds and runs your site.	Clause 10
AI-generated content	Apex AI drafts content automatically. You are the publisher. You must review and approve it, and you can turn generation off for any area of the site.	Clause 6
Finance and regulated content	We are not FCA authorised and cannot approve financial promotions. Apex AI will not generate finance copy. All finance content comes from you or your lender, and you approve it.	Clause 7
The AI assistant	The assistant speaks to your customers on your behalf, from a knowledge base you control. It tells them it is an AI. It will not discuss finance terms or make claims about vehicle history.	Clause 8
Uptime	99.9% for your public website, with service credits if we miss it. If an AI provider fails, your site stays up and serves cached content.	Clause 14, Annex A
Paying us	Either by invoice on 30-day terms, or by card collected automatically through Stripe — whichever your Order says. If you do not pay, we can switch the service off, but not without written warning first.	Clause 13, Clause 17
Price changes	Reviewed once a year, capped at the greater of 3% or CPI, with 90 days' notice.	Clause 13
Liability	Our liability is capped at 150% of what you paid us in the previous twelve months, with a separate £50,000 cap for data protection claims.	Clause 19
Leaving	We will export your content and data, hand over your domains, and provide a redirect map. Up to 90 days of transition help at our standard rates.	Clause 21
Governing law	England and Wales.	Clause 26

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Additional Term" each successive renewal period following the Minimum Term, of the duration set out on the Order.

"Agreement" the Order, these Terms and the Annexes.

"Annexes" Annex A (Service Levels and Support), Annex B (Data Processing Particulars), Annex C (AI Operating Standards and Approved Providers) and Annex D (Information Security), each of which forms part of this Agreement.

"Apex AI Assistant" the conversational artificial intelligence feature made available on Client Sites, where selected on the Order.

"Applicable Law" all laws, regulations, binding codes of practice and regulatory requirements applicable to a party's performance or receipt of the Service.

"Approved Model Provider" a third-party provider of large language models engaged by Nexus Point to deliver the Generative Features, as listed in Annex C.

"Business Day" a day other than a Saturday, Sunday or public holiday in England.

"Card Payment Account" an account for which the Charges are collected automatically from a payment card registered with the Payment Provider.

"Charges" the fees payable for the Service, as set out on the Order.

"Client Content" text, images, video, vehicle data, brand assets, documents and other material supplied by or on behalf of the Client for use on a Client Site.

"Client Data" all data processed by Nexus Point on the Client's behalf, including Client Content, Personal Data relating to the Client's customers, and records of interactions between the Apex AI Assistant and visitors.

"Client Site" a website, microsite or landing environment built, hosted and operated on the Platform for the Client, as identified on the Order.

"Data Protection Legislation" the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any successor legislation.

"Financial Promotion" an invitation or inducement to engage in investment activity or to enter into a credit agreement, consumer hire agreement or regulated insurance contract, within the meaning of section 21 of the Financial Services and Markets Act 2000.

"Generated Content" text, metadata, structured data, page structures and other material produced automatically by the Generative Features.

"Generative Features" those parts of the Platform which use artificial intelligence models to produce, adapt, summarise, translate or optimise content or page structures.

"Go-Live Date" the date on which the first Client Site is made publicly available.

"Intellectual Property Rights" all intellectual property rights anywhere in the world, whether registered or unregistered, including copyright, database rights, rights in software, designs, trade marks, domain names, confidential information and know-how.

"Invoiced Account" an account for which Nexus Point issues invoices for payment under clause 13.

"Minimum Notice Period" the period of written notice required under clause 3.4, as set out on the Order.

"Minimum Term" the initial term of this Agreement, as set out on the Order, running from the Go-Live Date.

"Order" the order form, statement of work or written proposal signed or otherwise accepted by the parties, or the online sign-up completed by the Client, which sets out the Client Sites, modules, Charges, term and other commercial particulars.

"Payment Provider" Stripe Payments UK, Ltd. or such other regulated payment services provider as Nexus Point may appoint on notice to the Client.

"Personal Data" as defined in the Data Protection Legislation, and "controller", "processor", "data subject" and "processing" are construed accordingly.

"Platform" the Apex AI software platform, including its infrastructure, codebase, design system, component library, templates, models, prompts, agents, tooling, configuration and documentation.

"Regulated Content" any Financial Promotion, and any other content on a Client Site subject to regulation by the Financial Conduct Authority, the Advertising Standards Authority, the Competition and Markets Authority or any other regulator, including representative examples, annual percentage rates, monthly payment illustrations, and finance, insurance and warranty product descriptions.

"Service" the Apex AI platform services, hosting, support and any other services set out on the Order.

"Third-Party Data" data supplied to the Platform by a third party, including vehicle stock feeds, specification and valuation data, imagery, finance calculation data and review data.

- 1.2 In this Agreement: "including" is illustrative and does not limit what precedes it; the singular includes the plural; headings are for convenience only; a reference to legislation includes any amendment or re-enactment of it; and a reference to writing includes email, except where clause 24 provides otherwise.

2. STRUCTURE OF THE AGREEMENT

- 2.1 This Agreement consists of the Order, these Terms and the Annexes. It is a standalone agreement, and Nexus Point's General Terms and Conditions and its supplementary terms for other products do not apply to the Service.
- 2.2 If there is a conflict, the parts of this Agreement take precedence in the following order: the Order; the Annexes; these Terms.
- 2.3 Annexes C and D describe how Nexus Point configures and secures the Platform. Nexus Point may update them under clause 15 to reflect changes in the Platform, in its providers or in Applicable Law, but will not materially reduce the protections they give the Client without notice under that clause. The current version of this Agreement is published at nexuspoint.co.uk/legals.
- 2.4 The Order sets out the commercial particulars of the Service. It will state, as a minimum:
- (a) the Client, including the trading entities and dealership sites covered, and the Client Sites and domains to be operated;
 - (b) the modules and features selected, including whether the Apex AI Assistant is enabled and whether any transactional capability is enabled under clause 8.4(d);
 - (c) the Charges, the invoicing period, and any set-up, build, usage-based or pass-through charges;
 - (d) whether the Client is an Invoiced Account or a Card Payment Account, and the payment terms;
 - (e) the Minimum Term, the duration of each Additional Term, and the Minimum Notice Period;
 - (f) the date from which the Charges begin, and the expected Go-Live Date;
 - (g) the addresses for the service of notices under clause 24; and
 - (h) the individual nominated by the Client under clause 5.3, and the Client's confirmation of its regulatory status under clause 7.2.
- 2.5 Where the parties have signed a master services agreement expressed to govern the supply of the Service, that agreement takes precedence over these Terms to the extent of any conflict. Other Nexus Point products the Client receives are supplied under their own separate agreements.
- 2.6 This Agreement is entered into between businesses. It is not intended for and may not be used by consumers. The Client confirms that it is acting in the course of a business and that the person accepting these Terms has authority to bind it.
- 2.7 Where the Client subscribes through the online sign-up route, it accepts these Terms by completing that sign-up. In that case the details entered at sign-up constitute the Order; the account email address is the address for service of notices under clause 24 until the Client notifies another; and the individual completing the sign-up is the Client's nominated approver under clause 5.3 until the Client nominates another.
- 2.8 Features which display, generate or rely on Regulated Content are not enabled on an account subscribed through the online sign-up route unless and until the Client has confirmed its regulatory status under clause 7.2 and Nexus Point has enabled those features.

3. COMMENCEMENT, TERM AND NOTICE

- 3.1 The length of the Minimum Term, the length of each Additional Term and the Minimum Notice Period are set out on the Order. This clause governs how they operate.
- 3.2 This Agreement begins on the date Nexus Point accepts the Order and continues for the Minimum Term, and thereafter for successive Additional Terms, until terminated in accordance with this Agreement.
- 3.3 The period before the Go-Live Date is the build and migration period, during which Nexus Point will carry out the design, configuration, content migration, integration and testing work set out on the Order. The Minimum Term runs from the Go-Live Date, unless the Order states that it runs from another date.
- 3.4 Either party may terminate this Agreement at the end of the Minimum Term, or at the end of any Additional Term, by giving the other not less than the Minimum Notice Period of written notice, served in accordance with clause 24.
- 3.5 If neither party gives notice under clause 3.4, this Agreement continues automatically for a further Additional Term on the same terms, subject to any change to the Charges under clause 13.

- 3.6 Nexus Point will write to the Client not less than three months before the last date on which notice may be given under clause 3.4, to remind the Client of that date and to set out any proposed changes to the Charges or these Terms. A failure to send that reminder does not extend the Minimum Notice Period, but where no reminder has been sent Nexus Point will not unreasonably refuse a request to serve late notice.
- 3.7 If a signed Order does not state a Minimum Term, an Additional Term or a Minimum Notice Period, then for that omitted item the following applies: a Minimum Term of twelve months; Additional Terms of twelve months; and a Minimum Notice Period of three months. This clause does not apply to accounts subscribed through the online sign-up route.

Accounts subscribed through online sign-up

- 3.8 Where the Client subscribes through the online sign-up route, the Minimum Term is either one month or twelve months, as selected at sign-up, and this Agreement then continues for successive Additional Terms of the same length. A Minimum Term longer than twelve months may only be agreed under a signed Order.
- 3.9 The Minimum Notice Period for such an account is: for a monthly plan, notice given at any time up to the day before the next billing date, taking effect at the end of the then current billing period; and for an annual plan, 30 days before the end of the Minimum Term or the then current Additional Term.
- 3.10 Notice under clause 3.9 may be given through the Platform, and Nexus Point will confirm receipt by email to the account email address. Clause 24 does not apply to notice given under this clause.

Early termination

- 3.11 Where the Minimum Notice Period is equal to or longer than the duration of an Additional Term, notice given at any time during an Additional Term takes effect at the end of the next Additional Term to end after the Minimum Notice Period expires, and no Additional Term is extended by the operation of this clause.
- 3.12 If the Client terminates for convenience before the end of the Minimum Term or an Additional Term, it remains liable for the recurring Charges that would have fallen due for the remainder of that term, together with any unrecovered set-up, migration and build costs. The parties agree that this is a genuine pre-estimate of Nexus Point's loss, having regard to its up-front investment and the length of the Minimum Term reflected in the Charges. For an account subscribed through the online sign-up route, liability under this clause is limited to the Charges for the then current billing period, which are not refundable.

4. THE APEX AI SERVICE

- 4.1 Apex AI is a hosted platform which builds, publishes, hosts and continuously optimises websites for automotive retailers using artificial intelligence. The Client Sites, modules and features to be provided are set out on the Order.
- 4.2 Nexus Point grants the Client a non-exclusive, non-transferable, revocable licence to access and use the Platform for its own internal business purposes and for the operation of the Client Sites, for the duration of this Agreement.
- 4.3 The Client may not resell, sub-licence, rent or otherwise make the Service available to any third party, or use the Service to operate a website for any business or trading entity not identified on the Order, without Nexus Point's prior written consent.

5. OBLIGATIONS OF THE PARTIES

- 5.1 Nexus Point will provide the Service with reasonable skill and care, using suitably qualified personnel and in accordance with good industry practice for a supplier of business-critical hosted services; will use reasonable endeavours to meet the service levels in Annex A; will maintain the security controls set out in Annex D; will give the Client the tools to review, edit, approve and reject Generated Content and to disable the Generative Features for any part of a Client Site; and will comply with Applicable Law in providing the Service.
- 5.2 The Client will:
- (a) provide Client Content, brand guidelines, approvals, feedback and access to third-party systems promptly and in the format reasonably requested, and acknowledges that delay may delay the Go-Live Date;
 - (b) ensure that Client Content is accurate, is not misleading, and does not infringe the rights of any third party;
 - (c) ensure that the vehicle data it supplies or makes available — including price, specification, mileage, condition, provenance and availability — is accurate and kept up to date;
 - (d) keep credentials secure, notify Nexus Point immediately of any suspected compromise, and accept responsibility for all activity under its accounts;

- (e) comply with Applicable Law in its use of the Service and in the conduct of its business, including consumer protection, advertising and, where applicable, financial services regulation; and
- (f) pay the Charges when due.

5.3 The Client will nominate at least one named individual with authority to approve content, including Regulated Content, and will keep that nomination up to date. That individual is responsible for the reviews required by clauses 6 and 8.

6. CONTENT, PUBLICATION AND EDITORIAL CONTROL

- 6.1 The Client Sites are the Client's publications. The Client is the publisher of, and is responsible for, all content appearing on them, whether Client Content, Generated Content or Third-Party Data.
- 6.2 The Client acknowledges that the Generative Features produce content automatically using probabilistic artificial intelligence models; that Generated Content may contain inaccuracies, omissions, unsupported claims or unexpected results, and may not be consistent between generations; and that Nexus Point does not verify, and cannot verify, the factual accuracy of Generated Content against the real-world condition, history, specification or availability of any vehicle or product.
- 6.3 Nexus Point will enable the Client to operate the Generative Features in either of the following modes for each area of a Client Site:
- (a) review mode, in which Generated Content is held for the Client's approval before publication; or
 - (b) automatic mode, in which Generated Content is published without prior approval.
- 6.4 Where the Client selects automatic mode, it accepts responsibility for the content published, and Nexus Point has no liability for the substance of that content. Nexus Point will make available a log of all Generated Content published in automatic mode.
- 6.5 Nexus Point will apply the content controls set out in Annex C. The Client may request additional controls, which Nexus Point will implement where technically reasonable.
- 6.6 The Client will notify Nexus Point promptly if it becomes aware of Generated Content which is inaccurate, misleading, offensive or in breach of Applicable Law. Nexus Point will remove or suppress that content promptly and will use reasonable endeavours to prevent recurrence.
- 6.7 Nexus Point may remove or suspend any content on a Client Site without notice where it reasonably believes the content is unlawful, infringing, or exposes Nexus Point to regulatory or legal risk, and will notify the Client as soon as reasonably practicable.
- 6.8 Nothing in this clause makes Nexus Point the author, editor or publisher of any content for the purposes of the Defamation Act 2013.

7. REGULATED CONTENT AND FINANCIAL PROMOTIONS

This clause is fundamental to the Agreement. It records how responsibility for regulated content is allocated between the parties.

- 7.1 Nexus Point is not authorised or regulated by the Financial Conduct Authority, is not an appointed representative of any authorised person, and does not carry on any regulated activity. It does not give and cannot give financial, credit, insurance, legal or tax advice, and does not approve Financial Promotions.
- 7.2 The Client is solely responsible for all Regulated Content published on the Client Sites. The Client warrants that, in respect of all Regulated Content: it holds all permissions, authorisations and appointments required under Applicable Law, or is acting as the appointed representative of a person who does; and the content has been approved by an authorised person in accordance with section 21 of the Financial Services and Markets Act 2000, or is otherwise exempt from the restriction in that section.
- 7.3 In relation to Regulated Content, Nexus Point acts only as a technical facilitator and as a mere conduit for the communication of content originated and approved by the Client or its lender or insurer. Nexus Point does not originate, adapt, editorialise or endorse Regulated Content.
- 7.4 Accordingly, and notwithstanding any other provision of this Agreement:
- 7.4.1 the Generative Features are configured so that they do not generate, rewrite, summarise, translate or optimise Regulated Content. Regulated Content is templated and is populated only from sources supplied or approved by the Client;
 - 7.4.2 the Apex AI Assistant is configured in accordance with clause 8.4 so that it does not discuss, quote, illustrate, compare or give any indication of finance or insurance terms;
 - 7.4.3 finance calculations displayed on a Client Site are produced using calculation logic, rate tables and product parameters supplied by or on behalf of the Client or its lender. Nexus Point renders those calculations as

configured and does not verify them against lender criteria, affordability rules, current rates, product eligibility or the requirements of the FCA Handbook; and

- 7.4.4 any change to representative examples, rate tables, product parameters or finance product descriptions must be requested and approved in writing by the individual nominated under clause 5.3. Nexus Point will retain a record of those approvals.
- 7.5 The Client will review all Regulated Content at intervals appropriate to its own regulatory obligations, and in any event promptly following any change to its finance or insurance product range, rates or lender arrangements. Nexus Point will provide tooling to identify where Regulated Content appears across the Client Sites.
- 7.6 The Client acknowledges that responsibility for compliance with the FCA's Consumer Duty, the consumer credit financial promotion rules, the Consumer Rights Act 2015, the Digital Markets, Competition and Consumers Act 2024 and the CAP Code in respect of the Client Sites rests with the Client and not with Nexus Point.
- 7.7 The Client will indemnify Nexus Point against all losses, costs, claims, fines, penalties and expenses arising from any breach of this clause, or from any regulatory action, consumer claim or third-party claim relating to Regulated Content on a Client Site.
- 7.8 If Nexus Point becomes aware that Regulated Content appears to be non-compliant, out of date or misleading, it will notify the Client. Nexus Point may suspend the display of that content pending the Client's response, and will not be in breach of this Agreement or liable for any resulting loss in doing so.

8. THE APEX AI ASSISTANT

- 8.1 Where selected on the Order, the Apex AI Assistant interacts with visitors to the Client Sites. It does so on the Client's behalf and in the Client's name.
- 8.2 The Client is the trader in any dealing between the Apex AI Assistant and a visitor. The Client acknowledges that statements made by the Assistant may be treated in law as statements made by the Client, and may under the Consumer Rights Act 2015 be treated as terms of any contract subsequently formed with that visitor.
- 8.3 The Assistant answers from a knowledge base comprising Client Content, vehicle data and other sources configured by or with the Client. The Client is responsible for the accuracy and currency of that knowledge base and will review it at reasonable intervals.
- 8.4 The Assistant is configured, in accordance with Annex C, so that it will not:
- (a) discuss, quote, illustrate or compare finance, leasing, insurance or warranty terms, or give any indication of monthly payments, rates, eligibility or affordability;
 - (b) give financial, credit, legal, tax, medical or safety advice;
 - (c) make representations about the mechanical condition, service history, accident history, provenance or ownership history of a specific vehicle beyond data supplied by the Client;
 - (d) confirm the availability of, reserve, discount or agree the price of a vehicle, except where expressly enabled on the Order and configured with the Client's approval;
 - (e) accept payment or form a contract on the Client's behalf; or
 - (f) make disparaging comparisons with named competitors.
- 8.5 The Assistant will disclose to visitors that they are interacting with an artificial intelligence system, and will offer a route to a human at any point. The Client will not disable, obscure or misrepresent that disclosure.
- 8.6 Nexus Point will retain records of Assistant conversations and make them available to the Client through the Platform for the period set out in Annex B. Those records are Client Data.
- 8.7 The Client may suspend the Apex AI Assistant at any time through the Platform.
- 8.8 The parties will co-operate to comply with any transparency, disclosure or record-keeping obligations arising from artificial intelligence legislation applicable to the Assistant, including where a Client Site is directed at consumers in the European Union or Northern Ireland.

9. THIRD-PARTY DATA, FEEDS AND INTEGRATIONS

- 9.1 The Platform ingests and displays Third-Party Data. Nexus Point does not originate that data and gives no warranty as to its accuracy, completeness or currency.
- 9.2 Where Third-Party Data is supplied under a contract between the Client and the third party, the Client is responsible for maintaining that contract and for paying any associated fees, and will notify Nexus Point promptly of any change to or termination of it.

- 9.3 Nexus Point is not liable for any failure, delay, degradation, withdrawal or error in Third-Party Data, or for the consequences of it, including the display of an incorrect price, specification or availability. Such a failure is not a breach of this Agreement by Nexus Point.
- 9.4 Nexus Point will notify the Client promptly if it becomes aware that a feed has failed or is materially stale, and will use reasonable endeavours to restore it or suppress the affected content.
- 9.5 If a third party changes, restricts or withdraws a feed or interface in a way which materially affects the Service, Nexus Point will discuss alternatives with the Client and may make consequential changes under clause 15.

10. INTELLECTUAL PROPERTY

- 10.1 The Client owns, and retains, all Intellectual Property Rights in Client Content and Client Data, including its brand assets, trade marks, photography, video, vehicle data and copy.
- 10.2 The Client grants Nexus Point a non-exclusive, worldwide, royalty-free licence to host, copy, adapt, process, transmit, display and publish Client Content and Client Data for the duration of this Agreement, to the extent necessary to provide, maintain and secure the Service.
- 10.3 Nexus Point owns, and retains, all Intellectual Property Rights in the Platform, including its codebase, architecture, design system, component library, page templates, prompts, agent definitions, model configurations, tooling and documentation, and any developments or improvements to it.
- 10.4 For the avoidance of doubt, the Platform includes all site structures, layouts, components, templates and code produced by the Generative Features in the course of building and operating a Client Site. Those are outputs of the Platform, not deliverables assigned to the Client, and the Client acquires no ownership of them. This applies equally to work produced by any development resource engaged under the Order, unless the Order expressly states otherwise.
- 10.5 Subject to clause 10.4, Nexus Point assigns to the Client with effect from publication the Intellectual Property Rights (if any) in Generated Content published on a Client Site which consists of editorial copy, vehicle descriptions, metadata and structured data specific to that Client Site. That assignment is conditional on payment of the Charges then due.
- 10.6 To the extent that any Generated Content is a computer-generated work within the meaning of section 9(3) of the Copyright, Designs and Patents Act 1988, the parties agree that Nexus Point is the person by whom the arrangements necessary for its creation were undertaken, and clause 10.5 governs the onward transfer of any resulting rights.
- 10.7 The Client acknowledges that Generated Content is produced by artificial intelligence models and that its protectability under copyright law is uncertain. Nexus Point gives no warranty that any Generated Content is capable of protection, or that it is original or unique to the Client.
- 10.8 The Client will not, and will not permit any third party to, reverse engineer, decompile, disassemble, scrape, benchmark or attempt to derive the source code, model configurations, prompts or underlying methods of the Platform, except to the extent permitted by section 50B or 50BA of the Copyright, Designs and Patents Act 1988.
- 10.9 Nexus Point will indemnify the Client against claims that the Client's use of the Platform in accordance with this Agreement infringes a third party's Intellectual Property Rights. This does not apply to claims arising from Client Content, Third-Party Data, Generated Content, or any use of the Service not authorised by Nexus Point. The Client will indemnify Nexus Point against claims that Client Content, or Nexus Point's use of it in accordance with this Agreement, infringes a third party's Intellectual Property Rights.
- 10.10 Neither party may use the other's name, logo or trade marks in publicity without prior written consent, not to be unreasonably withheld. Nexus Point may name the Client and display screenshots of the Client Sites in its portfolio and sales materials unless the Client notifies it otherwise in writing. The Client will not remove any notice identifying Nexus Point as the provider of the Platform, unless the Order provides for white-labelling.

11. DATA PROTECTION AND AI MODEL PROVIDERS

- 11.1 Each party will comply with its obligations under the Data Protection Legislation.
- 11.2 In relation to Personal Data within Client Data, the Client is the controller and Nexus Point is the processor. Annex B sets out the particulars required by Article 28(3) of the UK GDPR and constitutes the Client's documented instructions.
- 11.3 Nexus Point will:
 - 11.3.1 process Personal Data only on the Client's documented instructions, unless required otherwise by Applicable Law, in which case it will notify the Client unless prohibited from doing so;
 - 11.3.2 ensure that personnel authorised to process Personal Data are subject to a duty of confidence;
 - 11.3.3 implement and maintain the technical and organisational measures set out in Annex D;
 - 11.3.4 assist the Client, taking into account the nature of the processing, in responding to data subject requests and in meeting its obligations under Articles 32 to 36 of the UK GDPR;

- 11.3.5 notify the Client without undue delay, and in any event within 24 hours, on becoming aware of a personal data breach affecting Client Data;
 - 11.3.6 on termination, delete or return Personal Data in accordance with clause 21; and
 - 11.3.7 make available the information necessary to demonstrate compliance with this clause, and allow for and contribute to audits, subject to Annex B.
- 11.4 The Client gives Nexus Point general authorisation to engage sub-processors. The current sub-processors and Approved Model Providers are listed in Annex C. Nexus Point will give at least 30 days' notice of any intended addition or replacement. The Client may object on reasonable data protection grounds within that period, in which case the parties will discuss the objection in good faith; if it cannot be resolved, the Client may terminate the affected part of the Service on 60 days' notice without liability for termination charges.
- 11.5 International transfers of Personal Data will be made only where a transfer mechanism recognised under the Data Protection Legislation is in place, including the International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses. Nexus Point will confirm the processing locations in use for the Client on written request.

AI model providers and training

- 11.6 Nexus Point will not use Client Data to train, fine-tune or otherwise improve any artificial intelligence model, whether its own or a third party's.
- 11.7 Nexus Point contracts with each Approved Model Provider on terms which provide that Client Data submitted to that provider is not used to train or improve that provider's models, and is not retained by that provider beyond the period necessary to return a response, save where retention for a limited period is required for abuse monitoring under that provider's terms. Nexus Point will maintain those protections for the duration of this Agreement, and if an Approved Model Provider ceases to offer them will migrate to an alternative provider or notify the Client under clause 11.4.
- 11.8 Nexus Point may collect and use aggregated and anonymised technical and usage data — including performance metrics, latency, error rates, generation volumes and feature adoption — to operate, secure, monitor and improve the Platform. Such data will not identify the Client, any individual, or any Client Site, and will not include Client Content or Personal Data.
- 11.9 Nexus Point will not use Client Data, or contact details obtained through the Service, to market to the Client's customers or to any data subject.

12. CONFIDENTIALITY

- 12.1 Each party will keep confidential all information disclosed to it by the other which is identified as confidential or would reasonably be understood to be confidential, and will use it only for the purposes of this Agreement.
- 12.2 This clause does not apply to information which is or becomes public other than through breach of this clause, which the receiving party already lawfully held, which it receives from a third party without restriction, or which it independently develops. A party may disclose where required by law, regulation or a court, having first notified the other party where lawful to do so.
- 12.3 This clause survives termination for five years, except in relation to trade secrets and Personal Data, for which it survives indefinitely.

13. CHARGES, PAYMENT AND ANNUAL REVIEW

- 13.1 The Client will pay the Charges set out on the Order. All Charges are exclusive of VAT, which will be charged in addition at the prevailing rate.
- 13.2 The Order states whether the Client is an Invoiced Account or a Card Payment Account. Nexus Point may agree to move the Client between the two at the Client's written request.
- 13.3 Recurring Charges begin on the Go-Live Date, or on the date stated on the Order, whichever is earlier. Where that date falls part way through a billing period, the first payment will be pro-rated.
- 13.4 Where the Order states that a category of cost is passed through at cost — including third-party fees, data feed licences and artificial intelligence usage fees — those amounts are charged in addition to the recurring Charges, are invoiced or collected in arrears, and are supported by evidence of the underlying cost on request. Clause 13.15 does not apply to a variation in a cost which the Order already states is passed through at cost.

Invoiced Accounts

- 13.5 Recurring Charges are invoiced in advance for the period stated on the Order. Set-up, build and migration Charges are invoiced as set out on the Order. Usage-based, pass-through and change-request Charges are invoiced in arrears.

- 13.6 Invoices are payable within the period stated on the Order or, if none is stated, within 30 days of the invoice date, in each case without set-off or deduction.
- 13.7 The Client must notify Nexus Point of any disputed invoice within 15 Business Days of the invoice date, stating the grounds of dispute. Undisputed amounts remain payable, and the parties will seek to resolve the dispute under clause 26.3.
- 13.8 If an undisputed invoice remains unpaid after its due date, Nexus Point may charge interest and recover compensation and its reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

Card Payment Accounts

- 13.9 The Client authorises Nexus Point and the Payment Provider to collect the Charges automatically from the Client's nominated card. That authority is a continuing authority and remains in force until this Agreement ends and all Charges have been paid. Recurring Charges are collected in advance on each billing date; usage-based, pass-through and change-request Charges are collected in arrears.
- 13.10 Card details are collected, stored and processed by the Payment Provider. Nexus Point does not store full card numbers or card security codes.
- 13.11 The Client will keep valid and current card details on file and will update them before the card expires or is cancelled. Failure to do so does not suspend the obligation to pay.
- 13.12 If a collection fails, Nexus Point will notify the Client by email to the account email address and will re-attempt collection on the third, seventh and fourteenth day after the first failure. If the Charges remain unpaid 14 days after the first failed collection, Nexus Point may suspend the Service under clause 17.
- 13.13 The Client will raise any dispute about a collection with Nexus Point under clause 13.7 before initiating a chargeback. Where a chargeback is initiated in respect of Charges properly due, the Client will reimburse Nexus Point that amount together with any fee levied by the Payment Provider. Repeated chargebacks in respect of Charges properly due are a material breach.
- 13.14 Charges paid in advance are not refundable, except where this Agreement is terminated by Nexus Point for convenience or by the Client for Nexus Point's material breach, in which case Nexus Point will refund the unused portion of the current billing period pro rata.

Annual review and changes to the Charges

- 13.15 Nexus Point may increase the recurring Charges once in each twelve-month period, with effect from the anniversary of the Go-Live Date, on not less than 90 days' written notice. For a Card Payment Account, notice by email to the account email address is sufficient. Any such increase will not exceed the greater of three per cent and the percentage increase in the Consumer Prices Index published by the Office for National Statistics for the twelve months most recently published at the date of notice.
- 13.16 If a third-party cost which Nexus Point bears and recovers within the recurring Charges — including model provider charges, data feed licences or infrastructure costs — increases materially, Nexus Point may pass that increase on by giving 60 days' written notice together with evidence of the increase. If the resulting increase to the total recurring Charges exceeds ten per cent in any twelve-month period, the Client may terminate on 90 days' written notice without liability for termination charges, provided notice is given within 30 days of Nexus Point's notice.
- 13.17 Where the Client is a Card Payment Account and does not wish to accept an increase, it may terminate in accordance with clause 3.4. Continued use of the Service after the increase takes effect constitutes acceptance of it.
- 13.18 The Client may add Client Sites or modules at any time by raising a supplemental Order or by adding them through the Platform. Additional subscriptions will be co-terminous with this Agreement.
- 13.19 Work carried out outside the scope of the Order is charged at the hourly or daily rate stated on the Order or, if none is stated, at Nexus Point's prevailing professional services rates.
- 13.20 Nexus Point may carry out credit reference checks on the Client, and may require a deposit or a change to the payment method or billing frequency where the Client's credit position materially deteriorates or where payments have repeatedly failed.

14. SERVICE LEVELS AND SERVICE CREDITS

- 14.1 Nexus Point will use reasonable endeavours to meet the service levels in Annex A, including a target availability for public Client Sites of 99.9% measured monthly.
- 14.2 Availability is measured excluding planned maintenance notified in accordance with Annex A, emergency maintenance, force majeure events, suspension under clause 17, failures in Third-Party Data or in the Client's own systems, and any period during which the Client is in material breach.

- 14.3 If Nexus Point fails to meet the availability target in any month, the Client may claim a service credit calculated in accordance with Annex A, provided it does so within 30 days of the end of that month. Service credits are the Client's sole financial remedy for failure to meet a service level, but do not limit the right to terminate for material breach under clause 20.
- 14.4 The Generative Features and the Apex AI Assistant depend on Approved Model Providers. Nexus Point will design and operate the Platform so that a failure, degradation or rate limitation affecting an Approved Model Provider does not take a Client Site offline. In such an event the Client Site will continue to serve previously published and cached content, and the affected AI feature will degrade gracefully.
- 14.5 Unavailability of the Generative Features or the Apex AI Assistant caused by an Approved Model Provider does not count against the availability target for the Client Site, but is subject to the separate target in Annex A.

15. PLATFORM EVOLUTION AND CHANGES TO THE SERVICE

- 15.1 Apex AI is a continuously developed platform. Nexus Point may change the Platform, including the models, prompts, components and infrastructure it uses, provided that no such change materially reduces the functionality or performance of the Service taken as a whole.
- 15.2 Nexus Point will give not less than 30 days' notice of any change it reasonably expects to have a material effect on the appearance, content or behaviour of a Client Site, and will make a preview environment available where practicable.
- 15.3 A change of Approved Model Provider or model version is not of itself a material change and does not give rise to a right of termination, provided that clause 11.7 continues to be satisfied and the change does not materially reduce output quality.
- 15.4 If Nexus Point makes a change which has a material adverse effect on the Client and does not remedy it within 30 days of written notice, the Client may terminate on 90 days' notice without liability for termination charges, provided notice is given within 30 days of the change taking effect.
- 15.5 Nexus Point may amend these Terms, or Annex C or Annex D, on 60 days' written notice in order to comply with Applicable Law, to maintain the security or integrity of the Service, or to reflect a change in the Platform or in its providers. Where an amendment has a material adverse effect on the Client, clause 15.4 applies.
- 15.6 The Client may request changes to the configuration or functionality of the Service. Nexus Point will respond with a proposal covering feasibility, timescale and cost, and work will not begin until the Client accepts that proposal in writing.

16. ACCEPTABLE USE

- 16.1 The Client will not use, and will not permit any person to use, the Service to:
 - (a) publish or transmit material which is unlawful, defamatory, obscene, harassing, discriminatory or which incites violence, or which infringes the rights of any third party;
 - (b) make claims about vehicles, products, pricing or availability which are false or misleading;
 - (c) carry out any fraudulent, criminal or otherwise unlawful activity;
 - (d) send unsolicited marketing communications in breach of the Data Protection Legislation;
 - (e) probe, scan or penetration-test the Platform without prior written consent, or circumvent usage limits, rate limits, authentication or access controls;
 - (f) use automated means to extract data or content other than through interfaces provided for that purpose;
 - (g) submit any input designed to cause the Platform to produce unlawful, harmful or off-brand output, or to reveal system prompts, configurations or another client's data;
 - (h) use the Service to develop, train or benchmark a competing product; or
 - (i) upload malware or anything which may damage or impair the Platform.
- 16.2 The Client will indemnify Nexus Point against all losses, costs, claims and expenses arising from any breach of this clause.

17. SUSPENSION

- 17.1 Nexus Point may suspend all or part of the Service, on as much notice as is reasonably practicable, where the Client is in material breach of clause 7 or clause 16; where suspension is necessary to protect the security or integrity of the Platform or the data of any client; where required to do so by a regulator, law enforcement agency or court; or where Charges remain unpaid in accordance with clause 17.2.

- 17.2 Nexus Point may suspend the Service for non-payment where, in the case of an Invoiced Account, an undisputed invoice remains unpaid 30 days after written notice requiring payment; or, in the case of a Card Payment Account, Charges remain unpaid 14 days after the first failed collection under clause 13.12.
- 17.3 Before suspending a live public Client Site for non-payment, Nexus Point will give further written notice of not less than 10 Business Days for an Invoiced Account, or not less than 5 Business Days for a Card Payment Account, and will in each case notify a director or other senior officer of the Client.
- 17.4 Where a public Client Site is suspended, Nexus Point will serve a neutral holding page at the Client's domain. Nexus Point will not redirect the domain, transfer it, place advertising or third-party content on it, or represent that the Client has ceased trading.
- 17.5 Suspension does not delete Client Data. Nexus Point will continue to retain Client Data during any suspension and will restore the Service promptly once the cause of suspension is resolved.
- 17.6 Nexus Point will suspend only to the extent and for the period necessary, and may charge a reasonable reinstatement fee reflecting the costs it actually incurs. The Charges continue to accrue during any suspension, which does not of itself terminate this Agreement, and Nexus Point is not liable for any loss suffered by the Client as a result of a suspension properly made under this clause.
- 17.7 If the cause of a suspension is not resolved within 30 days, Nexus Point may terminate under clause 20. Planned and emergency maintenance are governed by Annex A and are not a suspension for the purposes of this clause.

18. WARRANTIES AND DISCLAIMERS

- 18.1 Each party warrants that it has the power and authority to enter into and perform this Agreement. Nexus Point warrants that the Service will be provided with reasonable skill and care and substantially in accordance with the Order and Annex A.
- 18.2 Except as expressly stated in this Agreement, all warranties, conditions and terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 18.3 Nexus Point does not warrant that:
- (a) the Service will be uninterrupted or error-free;
 - (b) Generated Content will be accurate, complete, original, non-infringing or fit for any particular purpose;
 - (c) the Apex AI Assistant will answer any particular question correctly or within its configured scope on every occasion;
 - (d) the Service will produce any particular commercial outcome, including any level of traffic, search engine ranking, enquiry volume or sales; or
 - (e) Third-Party Data will be accurate, available or continuous.
- 18.4 The Client acknowledges that it has not relied on any statement, representation or assurance not set out in this Agreement.

19. LIMITATION OF LIABILITY AND INDEMNITIES

- 19.1 Nothing in this Agreement limits or excludes either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any liability which cannot lawfully be limited. Nothing in this clause limits the Client's obligation to pay the Charges, or its liability under the indemnities at clauses 7.7, 10.9 and 16.2.
- 19.2 Subject to clause 19.1, neither party is liable for loss of profit, revenue, anticipated savings, business or contracts, loss of goodwill, or any indirect or consequential loss, whether or not foreseeable.
- 19.3 Subject to clause 19.1, Nexus Point is not liable for:
- 19.3.1 any fine, penalty or sanction imposed on the Client by a regulator;
 - 19.3.2 any loss arising from content which the Client supplied, approved, or elected to publish in automatic mode under clause 6.4;
 - 19.3.3 any loss arising from Regulated Content, or from the Client's compliance or non-compliance with financial services regulation;
 - 19.3.4 any loss arising from Third-Party Data or from a third party's systems; or
 - 19.3.5 any claim brought by a customer or prospective customer of the Client, except to the extent it arises from Nexus Point's breach of clause 11 or its own negligence.
- 19.4 Subject to the preceding provisions, Nexus Point's total aggregate liability arising out of or in connection with this Agreement in any twelve-month period, whether in contract, tort (including negligence), breach of statutory duty or

otherwise, is limited to 150% of the Charges paid by the Client in the twelve months immediately preceding the event giving rise to the claim.

- 19.5 By way of exception to clause 19.4, Nexus Point's total aggregate liability for claims arising from a breach by Nexus Point of clause 11 or Annex B — including regulatory investigation costs, notification of data subjects, remediation, data subject claims and restoration of data — is limited to £50,000 in aggregate across all such claims. Nexus Point's liability for direct physical loss of or damage to the Client's tangible property is limited to £1,000,000.
- 19.6 The Client is responsible for maintaining its own backups of Client Content and Client Data held outside the Platform, and for insuring against loss of data.
- 19.7 In respect of any indemnity under this Agreement, the indemnified party will notify the indemnifying party promptly of any claim, make no admission without consent, allow the indemnifying party to conduct the defence and any settlement, and give reasonable assistance at the indemnifying party's cost. No indemnity applies to the extent that the claim arises from the negligence or breach of this Agreement by the indemnified party.
- 19.8 Each party will take reasonable steps to mitigate any loss it suffers. Neither party may bring a claim more than two years after it became aware, or ought reasonably to have become aware, of the circumstances giving rise to it. The allocation of risk in this clause is reflected in the level of the Charges.

20. TERMINATION

- 20.1 Either party may terminate at the end of the Minimum Term or an Additional Term in accordance with clause 3.4.
- 20.2 Either party may terminate immediately by written notice if the other commits a material breach which is capable of remedy and fails to remedy it within 30 days of written notice; commits a material breach which is not capable of remedy, or is repeatedly in material breach; or becomes insolvent, enters administration or liquidation, has a receiver or administrator appointed over any of its assets, ceases to trade, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.
- 20.3 Nexus Point may terminate immediately if the Client is in material breach of clause 7 or clause 16 and that breach exposes Nexus Point to regulatory action or material legal risk.
- 20.4 The Client may terminate in the circumstances set out in clauses 11.4, 13.16 and 15.4.
- 20.5 Termination does not affect any right or liability which has already accrued.

21. EXIT AND MIGRATION

- 21.1 On termination or expiry, the Client's licence to use the Platform ends and Nexus Point will cease publishing the Client Sites on the date agreed or, failing agreement, on the effective date of termination.
- 21.2 Provided that all undisputed Charges have been paid, Nexus Point will, on the Client's written request:
 - 21.2.1 export Client Content and Client Data in a structured, commonly used, machine-readable format, together with a data dictionary;
 - 21.2.2 export the published editorial copy, vehicle descriptions, metadata and structured data assigned to the Client under clause 10.5;
 - 21.2.3 provide a URL map of the Client Sites and a recommended 301 redirect schedule, so that the Client can preserve its search visibility on a successor platform;
 - 21.2.4 co-operate with the transfer of domain names, DNS records and certificates to the Client or its nominated provider; and
 - 21.2.5 provide reasonable transition assistance for up to 90 days from the effective date of termination.
- 21.3 The first export under clauses 21.2.1 to 21.2.4 is provided at no charge. Further exports, and the assistance under clause 21.2.5, are chargeable under clause 13.19.
- 21.4 The Client does not acquire any right to the Platform, its source code, templates, components, prompts or agent configurations on termination.
- 21.5 Nexus Point will retain Client Data for 90 days following termination to allow for export requests, and will then securely delete it, except to the extent that retention is required by Applicable Law or is held in routine backups which will expire in the ordinary course. Nexus Point will confirm deletion in writing on request.
- 21.6 Clauses 7.7, 10, 11, 12, 16.2, 18, 19, 21, 24, 25 and 26 survive termination.

22. ASSIGNMENT AND CHANGE OF CONTROL

- 22.1 Neither party may assign or transfer this Agreement without the other's prior written consent, not to be unreasonably withheld or delayed. Nexus Point may assign to a group company, or to a purchaser of all or substantially all of its business or assets, on written notice.
- 22.2 Nexus Point may subcontract any part of the Service but remains responsible for the performance of its subcontractors.
- 22.3 If the Client undergoes a change of control, or acquires or disposes of a dealership or trading site, it will notify Nexus Point within 30 days. The parties will then discuss in good faith any consequential adjustment to the Client Sites covered by the Order and to the Charges.
- 22.4 Where the Client disposes of a trading site, it may on 90 days' notice remove the corresponding Client Site from the Order and the recurring Charges will reduce accordingly, provided that the total recurring Charges do not fall by more than 25% in any twelve-month period without Nexus Point's written agreement.
- 22.5 This Agreement does not create a partnership, joint venture, agency or employment relationship. The parties do not consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply on the commencement or cessation of the Service, and each will indemnify the other against any liability arising should they be held to do so.

23. FORCE MAJEURE

- 23.1 Neither party is liable for any delay or failure to perform caused by an event beyond its reasonable control, including flood, fire, war, terrorism, epidemic, industrial action not involving its own workforce, failure of national infrastructure, government action or large-scale failure of the public internet. A default by a subcontractor, supplier or Approved Model Provider is not of itself a force majeure event.
- 23.2 The affected party will notify the other promptly, use reasonable endeavours to mitigate, and resume performance as soon as practicable. If the event continues for more than 60 days, either party may terminate on written notice without further liability, save for rights accrued before termination.

24. NOTICES

- 24.1 Formal notices under this Agreement, including notices to terminate, must be in writing and sent by email to the address stated on the Order for the receipt of notices, with a request for confirmation of receipt; or by recorded delivery post to the recipient's registered office, marked for the attention of the company secretary.
- 24.2 A notice sent by email is deemed received at the time of transmission, provided no delivery failure message is received and a copy is sent by post within two Business Days. A notice sent by post is deemed received two Business Days after posting.
- 24.3 Either party may change its notice address by written notice under this clause. Day-to-day operational communications may be made by any agreed means, including the Platform, the support desk and email.

25. GENERAL

- 25.1 This Agreement constitutes the entire agreement between the parties in relation to the Service and supersedes all prior agreements, proposals and representations, other than fraudulent misrepresentation. No variation is effective unless in writing and agreed by both parties, save as permitted by clause 15.
- 25.2 A failure or delay in exercising a right is not a waiver of it. If any provision is held invalid or unenforceable, it will be severed and the remainder will continue in force. No third party has any right to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 25.3 Each party will comply with the Bribery Act 2010 and the Modern Slavery Act 2015 and will maintain appropriate policies and procedures. During the term and for six months afterwards, neither party will knowingly solicit for employment any employee of the other materially involved in the Service, other than through a general advertisement.
- 25.4 Nothing prevents Nexus Point from supplying the same or similar services to any other person, including a competitor of the Client.

26. GOVERNING LAW AND DISPUTES

- 26.1 This Agreement and any dispute arising out of or in connection with it, including non-contractual disputes, are governed by the law of England and Wales.
- 26.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.

- 26.3 Before commencing proceedings, the parties will attempt in good faith to resolve any dispute through escalation to a director of each party, within 20 Business Days of written notice of the dispute. This does not prevent either party from seeking urgent injunctive relief. Complaints about the Service should be raised through the escalation path in Annex A.

ANNEX A — SERVICE LEVELS AND SUPPORT

A1. Availability

Component	Target availability	Measurement
Public Client Sites	99.9% monthly	External monitoring, 1-minute interval
Platform administration interface	99.5% monthly	External monitoring
Generative Features	99.0% monthly	Successful generation rate
Apex AI Assistant	99.0% monthly	Successful response rate
Enquiry capture and delivery	99.9% monthly	Successful delivery rate

Availability excludes planned maintenance notified under A4, emergency maintenance, force majeure, suspension under clause 17, failures in Third-Party Data or the Client's systems, and periods of Client material breach.

A2. Service credits

Monthly availability of public Client Sites	Service credit (% of that month's recurring Charges)
99.9% or above	None
99.0% to 99.89%	5%
98.0% to 98.99%	10%
95.0% to 97.99%	20%
Below 95.0%	30%

Service credits in any month are capped at 30% of that month's recurring Charges, are applied against the next invoice or paid on termination, and must be claimed within 30 days of the end of the month concerned.

A3. Support and response targets

Severity	Definition	Target response
Critical	A public Client Site is down or unusable, enquiries are not being captured, or a security or data protection incident is suspected	30 minutes, 24/7
High	Major feature unavailable, stock feed failed, or Regulated Content displaying incorrectly	2 hours, within Business Hours
Normal	Feature impaired for some users, or a configuration problem	8 hours, within Business Hours
Low	Cosmetic issue, question, or change request	3 Business Days

Business Hours are 09:00 to 17:30 UK time on a Business Day. Critical and High issues are covered 24 hours a day, every day. Support is reached at support@nexuspoint.co.uk or through the Platform.

A4. Maintenance

Planned maintenance which may affect availability is notified at least 5 Business Days in advance and is scheduled between 23:00 and 06:00 UK time wherever possible. Emergency maintenance may be carried out without notice where necessary to protect the security or integrity of the Platform; Nexus Point will notify the Client as soon as practicable. Backup, recovery and security arrangements are set out in Annex D.

A5. Complaints escalation

Level	Role	Response
1	Support desk	Per A3
2	Client Services Director	3 Business Days
3	Managing Director	5 Business Days

ANNEX B — DATA PROCESSING PARTICULARS

This Annex sets out the particulars required by Article 28(3) of the UK GDPR and constitutes the Client's documented instructions to Nexus Point.

Controller / Processor	The Client is the controller. Nexus Point Limited is the processor.
Subject matter	Provision of the Apex AI platform, including operation of the Client Sites, capture and routing of enquiries, and operation of the Apex AI Assistant.
Duration	The term of the Agreement, plus the retention period in clause 21.5.
Nature of processing	Collection, recording, organisation, structuring, storage, retrieval, transmission, display, submission to Approved Model Providers for the generation of responses, and erasure.
Purpose	To provide the Service, route enquiries to the Client, enable the Apex AI Assistant to respond to visitors, and provide analytics to the Client.
Types of Personal Data	Name; email address; telephone number; postal address; vehicle of interest; part-exchange details; enquiry content; Apex AI Assistant conversation content; IP address; device and browser information; on-site behavioural data. Special category data is not required by the Service and the Client will not submit it.
Categories of data subject	Customers and prospective customers of the Client who visit a Client Site or submit an enquiry; the Client's own staff who hold Platform accounts.
Conversation retention	13 months from the date of the conversation, unless a different period is agreed on the Order, after which records are deleted or anonymised.
Enquiry data retention	As configured by the Client. Nexus Point will apply the Client's documented retention schedule.
Deletion or return	In accordance with clause 21.5.
Sub-processors	As listed in Annex C, with changes notified under clause 11.4.
International transfers	Only under a transfer mechanism recognised by the Data Protection Legislation, as described in Annex C. Nexus Point will confirm current processing locations on written request.
Security measures	As set out in Annex D.
Payment data	Card details are collected and processed by the Payment Provider (Stripe Payments UK, Ltd.), which acts as an independent controller in respect of them. Nexus Point does not store full card numbers or card security codes.
Audit	Nexus Point will respond to reasonable written information requests, and will permit an on-site audit no more than once in any twelve-month period on 30 days' notice, or more frequently where required by a regulator or following a personal data breach. The Client bears its own costs and Nexus Point's reasonable costs, except where the audit reveals a material breach by Nexus Point.
Breach notification	Without undue delay and in any event within 24 hours of Nexus Point becoming aware.
Training on Client Data	Prohibited. Neither Nexus Point nor any Approved Model Provider uses Client Data to train, fine-tune or improve any model.

ANNEX C — AI OPERATING STANDARDS AND APPROVED PROVIDERS

This Annex describes how Nexus Point configures and controls the artificial intelligence features of the Platform, and which providers process data on its behalf. Nexus Point may update it under clause 15.5.

C1. Approved Model Providers and key sub-processors

Provider	Processing location	Position
Anthropic (Claude)	United Kingdom, European Economic Area and United States	No training on Client Data. No retention beyond that required to return a response, save for limited abuse monitoring.
Google (Gemini)	United Kingdom, European Economic Area and United States	No training on Client Data. No retention beyond that required to return a response, save for limited abuse monitoring.
Stripe Payments UK, Ltd.	United Kingdom, with onward transfers under recognised transfer mechanisms	Payment Provider. Processes payment card data as an independent controller. PCI DSS Level 1 certified.

Nexus Point may access an Approved Model Provider either through a cloud deployment pinned to a particular region, in which case Client Data is processed within that region, or through that provider's general endpoint, in which case Client Data may be processed in any territory in which the provider operates infrastructure. In either case, transfers of Personal Data outside the United Kingdom are made under the International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses, supported by a transfer risk assessment which Nexus Point makes available on request. Nexus Point will confirm the deployment route and processing location in use for the Client on written request, and will notify the Client of changes to this list in accordance with clause 11.4.

C2. Content controls applied to the Generative Features

The Generative Features are configured so that they will not generate, adapt or optimise:

- (a) Regulated Content, including finance and insurance copy, representative examples, annual percentage rates, monthly payment illustrations and product eligibility statements;
- (b) claims about the mechanical condition, service history, accident history or provenance of a specific vehicle, other than by reproducing data supplied by the Client;
- (c) guarantees, warranties or absolute claims about performance, economy, emissions or specification not present in the source data;
- (d) comparative or disparaging claims about named competitors;
- (e) price, discount, availability or urgency claims not derived from the Client's stock data;
- (f) content addressed to or likely to appeal to children; or
- (g) content which is discriminatory, offensive or otherwise contrary to clause 16.

C3. Apex AI Assistant operating standards

- C3.1 The Assistant discloses that it is an artificial intelligence system in its opening message, carries a persistent visible label to that effect for the duration of the conversation, emits a machine-readable indication that the interface is an AI system, and confirms its status if asked directly by a visitor at any point.
- C3.2 The Assistant answers only from its configured knowledge base and the Client's stock data, declines questions outside that scope, and offers a route to a human at any point.
- C3.3 The Assistant refuses the topics listed in clause 8.4, including all finance, leasing, insurance and warranty terms.
- C3.4 The Assistant escalates to the Client's team where a visitor requests it, where the enquiry concerns a complaint, or where it cannot answer within its configured scope.
- C3.5 Each conversation is recorded in accordance with Annex B.
- C3.6 Nexus Point tests the Assistant's adherence to these standards before launch and on each material configuration change, and will make the test results available to the Client on request.

C4. Accessibility

- C4.1 Nexus Point builds and maintains the Platform and the templates used for Client Sites to conform substantially with the Web Content Accessibility Guidelines version 2.2 at level AA.

- C4.2 The Client remains responsible for the accessibility of Client Content it supplies, including images, alternative text, video captions and uploaded documents.
- C4.3 Where a Client Site is directed at consumers in the European Union or Northern Ireland, the parties will co-operate to meet the requirements of applicable accessibility legislation.

C5. Human oversight

- C5.1 The individual nominated under clause 5.3 is responsible for reviewing the output of the Generative Features and the configuration of the Apex AI Assistant.
- C5.2 Nexus Point provides reporting to support that review, including a log of published Generated Content, a record of Regulated Content approvals under clause 7.4.4, and a searchable record of Assistant conversations including escalations and declined questions.

ANNEX D — INFORMATION SECURITY

This Annex records Nexus Point's certification and the specific security, backup and recovery commitments that certification alone does not fix. Nexus Point may update it under clause 15.5.

D1. Certification

- D1.1 Nexus Point operates an information security management system certified to ISO/IEC 27001. A copy of the certificate and of the Statement of Applicability, including the certified scope, is available to the Client on request.
- D1.2 The certification covers the governance, risk assessment, access control, supplier management, secure development, personnel screening and incident response arrangements that Nexus Point applies to its hosted platforms. This Annex does not repeat those arrangements. It records the specific commitments set out in D2, which clients rely on and which certification alone does not fix.

D2. Specific commitments

Hosting location	Platforms and Client Data are hosted in ISO 27001-certified data centres within the United Kingdom or the European Economic Area.
Separation	Client environments are logically separated. Production, staging and development environments are separated, and Client Data is not used in development environments.
Encryption in transit	TLS 1.2 or above.
Encryption at rest	All Client Data and all backups.
Administrative access	Least-privilege, role-based access. Multi-factor authentication required. Administrative actions logged and monitored. Access revoked promptly on role change or departure.
Backup frequency	At least daily.
Backup retention	35 days.
Backup location	United Kingdom or European Economic Area, encrypted at rest. Restore procedures tested periodically.
Recovery point objective	24 hours.
Recovery time objective	8 hours for a total platform failure.
Penetration testing	Independent test at least annually. Summary of findings and remediation status available to the Client on request.
Vulnerability management	Dependencies scanned for known vulnerabilities. Security patches applied on a risk-assessed basis.
Breach notification	The Client is notified without undue delay and in any event within 24 hours of Nexus Point becoming aware, with the information the Client needs to meet its own obligations.
Assurance	Nexus Point will respond to reasonable written security questionnaires and information requests. Audit rights are set out in Annex B.

End of document.