

# Finch Cyber Limited

## General Terms and Conditions for the Supply of Services

Finch Cyber Limited  
2nd Floor Parkgates, Prestwich, Manchester, M25 0TL

### 1. Definitions

1.1 "**Finch Cyber**" refers to Finch Cyber Limited.

1.2 "**Client**" refers to the entity or individual engaging Finch Cyber for services.

1.3 "**Services**" refers to the specific offerings provided by Finch Cyber, including, but not limited to, Cyber Security Awareness Workshops, Incident Response Planning, Digital Footprint Assessments, and 24/7 Personal Device Protection.

### 2. Scope of Services

2.1 Finch Cyber provides services under three core pillars:

- **Educate:** Includes workshops and training focused on cybersecurity awareness and incident response planning.
- **Discover:** Encompasses corporate and executive digital footprint assessments to identify potential vulnerabilities.
- **Protect:** Involves ongoing monitoring and alerting for data leaks, and digital protection of personal devices.

2.2 Services will be delivered as specified in the individual contract, including scope, timelines, and fees.

2.3 Services such as our **Protect** pillar may be contracted alongside individual service or scope specific Terms and Conditions.

### 3. Client Obligations

3.1 The Client agrees to provide accurate and complete information necessary for Finch Cyber to deliver the Services effectively.

3.2 The Client will cooperate with Finch Cyber and grant access to necessary resources, personnel, and systems for the fulfilment of the Services.

3.3 For digital footprint and data monitoring services, the Client consents to Finch Cyber's use of open-source intelligence (OSINT) and authorised monitoring tools, with full adherence to privacy and compliance regulations. More information will be provided in service-specific Terms and Conditions.



## **4. Confidentiality and Data Protection**

4.1 Finch Cyber adheres to strict confidentiality standards. All data gathered will be treated as confidential and handled in compliance with GDPR and other applicable data protection regulations.

4.2 Data retention will follow Finch Cyber's data retention policy, with collected information securely deleted within 14 days of project completion, unless otherwise specified by contractual obligations.

4.3 Finch Cyber will implement reasonable security measures to protect the Client's data from unauthorised access, loss, or disclosure.

## **5. Intellectual Property**

5.1 All reports, training materials, and proprietary methodologies provided by Finch Cyber remain the intellectual property of Finch Cyber unless otherwise agreed in writing.

5.2 Sensitive information contained within these materials will be sanitised and/or anonymised.

5.3 The Client may use the materials provided only for the intended purpose as agreed in the contract and may not reproduce, distribute, or disclose them without prior written consent from Finch Cyber.

## **6. Fees and Payment**

6.1 Fees for Services will be outlined in the service agreement. All invoices are due within 30 days from the invoice date unless otherwise specified.

6.2 Late payments will not incur interest, but costs associated with recovery of late payments will be chargeable.

## **7. Limitation of Liability**

7.1 Finch Cyber will perform the Services with reasonable care and skill; however, it does not guarantee that the Services will identify or eliminate all security vulnerabilities.

7.2 To the maximum extent permitted by law, Finch Cyber's liability for any damages arising from the Services is limited to the total fees paid by the Client for the relevant service(s).

7.3 Finch Cyber shall not be liable for any indirect, consequential, or incidental damages, including, but not limited to, loss of profits, data, or business interruption.

## **8. Warranties and Disclaimers**

8.1 Finch Cyber warrants that it has the required expertise to provide the Services agreed upon and will make reasonable efforts to perform in accordance with professional standards.

8.2 Except as expressly stated in this agreement, Finch Cyber makes no other warranties, express or implied, regarding the Services.



## 9. Termination

9.1 Either party may terminate agreements specific to ongoing services according to the service-specific Terms and Conditions agreed upon initiation.

## 10. Governing Law and Jurisdiction

10.1 These terms and conditions are governed by the laws of England and Wales. Any disputes arising from this agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

## 11. Amendments

11.1 Finch Cyber reserves the right to amend these terms and conditions with written notice to the Client. Continued use of Services after notification constitutes acceptance of the amended terms.

## 12. Miscellaneous

12.1 If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions will remain in effect.

12.2 These terms, together with any service-specific agreement, represent the entire agreement between the parties concerning the Services.

## 13. Scheduling, Cancellation, and Delays

### 13.1 Agreed Work and Scheduling

- Once a service schedule has been agreed upon and confirmed in writing, Finch Cyber will reserve the necessary resources, including consultants and any third-party arrangements, to fulfil the agreed scope of work.
- Finch Cyber will make all reasonable efforts to deliver the Services as scheduled. Changes to scheduled work are subject to mutual agreement between Finch Cyber and the Client and may be subject to additional fees if changes impact resource allocation or availability.

### 13.2 Client Cancellation and Rescheduling Policy

- **Notice Period:** If the Client needs to cancel or reschedule a scheduled engagement, Finch Cyber requires a minimum of 10 business days' written notice prior to the scheduled start date.
- **Cancellation Fees:**
  - **Within 5 business days:** Cancellations within 5 business days of the scheduled date will incur a fee equal to 50% of the scheduled service fee to cover Finch Cyber's administrative costs and lost revenue.
  - **Within 2 business days:** Cancellations within 2 business days of the scheduled date will incur a fee equal to 75% of the scheduled service fee.
- **Reimbursement of Costs:** The Client will also be responsible for any pre-booked, non-refundable expenses incurred by Finch Cyber in relation to the scheduled work, including, but not limited to, travel and accommodation costs.



### 13.3 Client Delay and Payment Terms

- **Delayed Start:** If the Client delays the start of scheduled work by more than 2 business days, Finch Cyber reserves the right to issue an invoice for the scheduled service fee and any pre-booked expenses, due within the original payment terms (typically 30 days from invoice date).
- **Non-payment:** Failure to make timely payment for work that has been confirmed and scheduled may result in suspension of services for ongoing work, or potential cancellation of the engagement. Such cancellation is subject to the cancellation fees as described above.

### 13.4 Finch Cyber's Right to Reschedule

- Finch Cyber reserves the right to reschedule any agreed work due to unforeseen circumstances, including illness or unavailability of essential consultants. In such cases, Finch Cyber will promptly notify the Client and reschedule the engagement at the earliest mutually agreeable date, without any penalty to the Client.

### 13.5 Force Majeure

- Neither Finch Cyber nor the Client shall be liable for delays or cancellations due to circumstances beyond reasonable control, including acts of nature, government restrictions, or any other event deemed a force majeure. In such cases, Finch Cyber and the Client will work together to reschedule the engagement at a mutually agreeable date.

## 14. Contact Information

For questions, requests, or concerns regarding this policy, please contact us at:

- **Email:** [contact@finchcyber.com](mailto:contact@finchcyber.com)
- **Address:** Finch Cyber Limited, 2nd Floor Parkgates, Prestwich, Manchester, M25 0TL

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**Last Updated:** 03/08/2024

