

FUSIONX

Business Intelligence & Assessment Platform

Legal & Compliance Pack

Complete Terms, Policies & Disclaimers

Effective Date: 1st March 2026 | Version: 1.0 | Applies to: FusionX Lite & Pro Platforms

This pack contains:

- 01 — Terms & Conditions of Use
- 02 — Privacy Policy
- 03 — Cookie Policy
- 04 — Data Processing & Data Usage Statement
- 05 — Insight Disclaimer

info@fusionx.uk

Registered in England and Wales

01

FUSIONX

Terms & Conditions of Use

Effective Date: 1st March 2026 | Version: 1.0 | Applies to: FusionX Lite & Pro Platforms

PLEASE READ THESE TERMS CAREFULLY. BY TICKING THE ACCEPTANCE BOX AND ACCESSING OR USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MUST NOT USE THE PLATFORM.

1. About FusionX and These Terms

1.1 FusionX ('the Platform', 'we', 'us', 'our') is a business intelligence and assessment tool. The Platform is available in two tiers: FusionX Lite and FusionX Pro.

1.2 These Terms and Conditions ('Terms') constitute a legally binding agreement between you ('the User') and FusionX, governing your access to and use of the Platform.

1.3 These Terms are governed by the laws of England and Wales. Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

1.4 We may update these Terms from time to time. Continued use of the Platform following notification of changes constitutes acceptance of the revised Terms.

2. Eligibility and Account Registration

2.1 To access the Platform, you must:

- Be at least 18 years of age;
- Have the authority to bind your business or organisation to these Terms;
- Provide accurate, current, and complete information during registration;
- Maintain the confidentiality of your login credentials.

2.2 You are responsible for all activity under your account. Notify FusionX immediately at info@fusionx.uk if you suspect any unauthorised use.

2.3 FusionX reserves the right to refuse registration or suspend any account at its sole discretion without notice or liability.

3. Scope of the Platform and Use of Data

3.1 The Platform provides business profile assessment, scalability analysis, and financial insight tools to SMEs and startups. Certain features integrate with third-party services including Xero.

3.2 By connecting a third-party account, you grant FusionX permission to retrieve and process data from that account solely for the purposes of delivering the Platform's features.

3.3 You warrant that you have the right to share any data submitted to the Platform and that such data does not infringe any third party's rights.

3.4 FusionX processes personal data in accordance with the UK GDPR and the Data Protection Act 2018. Please refer to our Privacy Policy for full details.

4. Intellectual Property

4.1 All content, software, algorithms, methodologies, scoring frameworks, branding, and materials on the Platform are the exclusive intellectual property of FusionX and its founder, protected under UK copyright, trademark, and intellectual property laws.

4.2 You are granted a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform solely for your internal business purposes.

4.3 You must not:

- Copy, reproduce, distribute, or create derivative works from any part of the Platform;
- Reverse engineer, decompile, or attempt to extract the source code or underlying logic;
- Use FusionX's branding, trademarks, or logos without prior written consent;
- Sub-license, resell, or commercialise any part of the Platform or its outputs.

5. Acceptable Use

5.1 You agree to use the Platform only for lawful purposes and in a manner that does not infringe the rights of others.

5.2 You must not:

- Submit false, misleading, or fraudulent information;
- Attempt to gain unauthorised access to any part of the Platform or its systems;
- Introduce malware, viruses, or other malicious code;
- Use the Platform to harass, defame, or harm any individual or entity;
- Use the Platform in any way that violates applicable UK law or regulation.

5.3 FusionX reserves the right to immediately suspend or terminate access without notice if we reasonably believe you have violated this clause.

6. Assessment Outputs and No Professional Advice

6.1 All assessments, scores, recommendations, and reports generated by FusionX ('Outputs') are for informational and indicative purposes only, based on data and automated analytical processes.

6.2 Outputs do not constitute financial, legal, investment, accounting, or any other professional advice. You should seek independent professional advice before making any decisions based on Platform Outputs.

6.3 FusionX makes no warranty that Outputs are accurate, complete, or suitable for any particular purpose.

6.4 FusionX and its founder shall not be liable for any decisions made in reliance upon Outputs generated by the Platform.

7. Disclaimer of Warranties

7.1 The Platform is provided on an 'as is' and 'as available' basis. To the maximum extent permitted by law, FusionX disclaims all warranties, express, implied or statutory, including:

- Implied warranties of merchantability and fitness for a particular purpose;
- Warranties that the Platform will be uninterrupted, error-free, or free from viruses;
- Warranties regarding the accuracy or reliability of any content or Outputs.

7.2 Nothing herein excludes liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded under English law.

8. Limitation of Liability

8.1 To the fullest extent permitted by law, FusionX and its founder, officers, employees, and agents shall not be liable for:

- Any indirect, incidental, special, consequential, or punitive damages;
- Loss of profits, revenue, data, goodwill, or business opportunity;
- Any loss arising from reliance on the Platform's Outputs or content;
- Any interruption, suspension, or termination of the Platform.

8.2 FusionX's total aggregate liability shall not exceed fees paid in the three months preceding the event giving rise to the claim, or £500, whichever is greater.

8.3 These limitations apply regardless of the form of action — contract, tort, statute, or otherwise.

9. Indemnification

9.1 You agree to indemnify and hold harmless FusionX, its founder, directors, officers, employees, and agents from any claims, damages, costs, and expenses (including legal fees) arising from:

- Your use of or access to the Platform;
- Your breach of these Terms;
- Any data you submit to the Platform;
- Your violation of any applicable law or third-party rights.

10. Subscription, Fees and Payment

10.1 Access to FusionX Lite and Pro may be subject to subscription fees as displayed on the Platform at registration or renewal.

10.2 All fees are quoted in GBP and are exclusive of VAT unless otherwise stated.

10.3 FusionX reserves the right to change pricing with no less than 30 days' written notice to existing subscribers.

10.4 No refunds will be given for partial subscription periods unless required by applicable consumer law.

10.5 In the event of non-payment, FusionX may suspend or terminate your access without notice.

11. Termination

11.1 Either party may terminate these Terms at any time by providing written notice.

11.2 FusionX may suspend or terminate access immediately and without notice if you breach any provision of these Terms, become insolvent, or FusionX is required to do so by law.

11.3 Upon termination, your licence ceases immediately. Clauses 4, 6, 7, 8, 9, and 13 shall survive termination.

12. Third-Party Services and Integrations

12.1 The Platform may integrate with third-party services (such as Xero). FusionX is not responsible for the availability or accuracy of such services, which are subject to their own terms and privacy policies.

12.2 FusionX accepts no liability for any loss arising from your use of third-party services.

13. Confidentiality

13.1 Each party agrees to keep confidential any information designated as confidential or that reasonably should be understood as such.

13.2 This obligation does not apply to information that is publicly available, independently developed, or required to be disclosed by law.

14. Force Majeure

14.1 FusionX shall not be liable for any failure or delay caused by circumstances beyond its reasonable control, including acts of God, cyberattacks, government action, pandemic, or failure of third-party infrastructure.

15. General

15.1 Entire Agreement: These Terms, together with our Privacy Policy, Cookie Policy, Data Processing Statement, and Insight Disclaimer, constitute the entire agreement between the parties.

15.2 Severability: If any provision is found unenforceable, the remaining provisions continue in full force.

15.3 Waiver: Failure to enforce any provision shall not constitute a waiver of the right to enforce it in the future.

15.4 Assignment: You may not assign rights or obligations under these Terms without FusionX's prior written consent.

15.5 Notices: Notices shall be sent by email to the address provided at registration or to info@fusionx.uk.

16. Contact Information

For all queries, notices, and legal correspondence relating to these Terms, please contact:

FusionX

Email: info@fusionx.uk

Registered in England and Wales

ACCEPTANCE DECLARATION

By ticking the acceptance box on the FusionX Platform (Lite or Pro), you confirm that:

- You have read and understood these Terms and Conditions in full;
- You agree to be legally bound by these Terms;
- You have the authority to enter into this agreement on behalf of yourself or your organisation;
- You consent to FusionX processing your data in accordance with our Privacy Policy.

This tick-box acceptance constitutes a valid electronic acceptance of these Terms under the Electronic Communications Act 2000 and applicable UK contract law.

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FUSIONX Privacy Policy

Effective Date: 1st March 2026 Version: 1.0 UK GDPR & Data Protection Act 2018 Compliant
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This Privacy Policy explains how FusionX ('we', 'us', 'our') collects, uses, stores, and shares your personal data when you use the FusionX Platform. We are committed to protecting your privacy and processing your data lawfully and transparently in accordance with the UK GDPR and the Data Protection Act 2018.

1. Data Controller

FusionX is the Data Controller in respect of your personal data. For all data protection enquiries, please contact us at info@fusionx.uk.

2. What Personal Data We Collect

2.1 Data You Provide Directly

- Name and contact details (email address, phone number);
- Business name, company registration number, and address;
- Login credentials (encrypted);
- Responses to questionnaires, assessments, and profile submissions;
- Payment and billing information (processed via secure payment providers).

2.2 Data Collected Automatically

- IP address and device/browser information;
- Usage data including pages visited, time on platform, and feature interactions;
- Session and authentication tokens;
- Cookies and tracking technologies (see our Cookie Policy).

2.3 Data from Third-Party Integrations

- Financial data from accounting integrations (e.g. Xero) where you have granted authorisation;
- Public business data from Companies House or equivalent sources.

3. How We Use Your Personal Data

We process your personal data for the following purposes and on the following legal bases:

Providing the Platform and its features

Legal basis: Performance of a contract (UK GDPR Article 6(1)(b))

Account registration and management

Legal basis: Performance of a contract (UK GDPR Article 6(1)(b))

Processing payments and managing subscriptions

Legal basis: Performance of a contract (UK GDPR Article 6(1)(b))

Sending service updates, security alerts, and support messages

Legal basis: Legitimate interests (UK GDPR Article 6(1)(f))

Improving and developing the Platform

Legal basis: Legitimate interests (UK GDPR Article 6(1)(f))

Marketing communications (with your consent)

Legal basis: Consent (UK GDPR Article 6(1)(a)) — you may withdraw consent at any time

Compliance with legal obligations

Legal basis: Legal obligation (UK GDPR Article 6(1)(c))

4. How Long We Retain Your Data

- Account and profile data: Retained for the duration of your subscription plus 3 years;
- Financial and assessment data: Retained for 6 years to comply with HMRC requirements;
- Marketing consent records: Retained until you withdraw consent;
- Technical logs: Retained for 12 months;
- Cookies: As set out in our Cookie Policy.

Upon expiry, data is securely deleted or anonymised.

5. Who We Share Your Data With

We do not sell your personal data. We may share data with:

- Payment processors (e.g. Stripe) — for billing purposes only;
- Cloud hosting providers — who process data under Data Processing Agreements;
- Third-party integrations you authorise (e.g. Xero) — under their respective privacy policies;
- Legal and regulatory authorities — where required by law;
- Professional advisers — under strict confidentiality obligations.

6. International Data Transfers

Where we transfer personal data outside the UK, we ensure adequate safeguards are in place in accordance with UK GDPR Chapter V, including Standard Contractual Clauses or transfers to adequacy-approved countries.

7. Your Rights Under UK GDPR

- Right of access — to request a copy of the data we hold about you;
- Right to rectification — to correct inaccurate or incomplete data;
- Right to erasure ('right to be forgotten') — to request deletion of your data where applicable;
- Right to restriction — to restrict how we process your data in certain circumstances;
- Right to data portability — to receive your data in a structured, machine-readable format;
- Right to object — to object to processing based on legitimate interests or direct marketing;
- Rights related to automated decision-making — to not be subject to solely automated decisions with legal or significant effects.

To exercise any of these rights, contact us at info@fusionx.uk. We will respond within one calendar month. You also have the right to lodge a complaint with the Information Commissioner's Office (ICO) at www.ico.org.uk.

8. Data Security

We implement appropriate technical and organisational measures to protect your personal data, including:

- Encryption of data in transit (TLS) and at rest;
- Access controls and role-based permissions;
- Regular security assessments and penetration testing;
- Staff training on data protection obligations.

9. Children's Data

The Platform is not intended for use by individuals under the age of 18. We do not knowingly collect personal data from minors.

10. Changes to This Policy

We may update this Privacy Policy from time to time. We will notify you of material changes by email or via the Platform.

11. Contact Us

For questions about this Privacy Policy, please contact:

FusionX

Email: info@fusionx.uk

Registered in England and Wales

03

FUSIONX Cookie Policy

Effective Date: 1st March 2026 | Version: 1.0 | Applies to: FusionX Lite & Pro Platforms

This Cookie Policy explains how FusionX uses cookies and similar tracking technologies on the Platform. It should be read alongside our Privacy Policy.

1. What Are Cookies?

Cookies are small text files placed on your device when you visit a website or use a web application. They are widely used to make platforms work efficiently, improve user experience, and provide information to site owners.

2. How We Use Cookies

2.1 Strictly Necessary Cookies

Essential for the Platform to function. Cannot be switched off. No consent required.

- Session management and authentication;
- Security and fraud prevention;
- Load balancing and platform stability.

2.2 Performance & Analytics Cookies

Help us understand how users interact with the Platform. Data is aggregated and anonymised. Legal basis: Consent.

- Page views, session duration, and navigation paths;
- Error tracking and performance monitoring;
- Feature usage analytics.

2.3 Functional Cookies

Allow the Platform to remember your preferences. Legal basis: Consent.

- Saved user preferences and settings;
- Remembering your session across pages.

2.4 Marketing & Targeting Cookies

Used to deliver relevant communications. We do not use third-party advertising cookies without your explicit consent. Legal basis: Consent.

3. Cookie Retention Periods

- Session cookies: Deleted when you close your browser;
- Persistent cookies: Retained for up to 12 months unless deleted earlier;
- Analytics cookies: Retained for up to 26 months;
- Preference cookies: Retained for up to 12 months.

4. Third-Party Cookies

Some cookies may be set by third-party services integrated with the Platform. FusionX does not control third-party cookies and recommends reviewing their respective policies.

5. Managing Your Cookie Preferences

On your first visit, you will be presented with a cookie consent banner. You may accept all cookies, reject non-essential cookies, or customise preferences via 'Cookie Settings' in the Platform footer.

You can also manage cookies via your browser settings:

- Google Chrome: Settings > Privacy and security > Cookies;
- Mozilla Firefox: Settings > Privacy & Security;
- Safari: Preferences > Privacy;
- Microsoft Edge: Settings > Privacy, search, and services.

Disabling cookies may affect the functionality of the Platform. Strictly necessary cookies cannot be disabled.

6. Changes to This Policy

We may update this Cookie Policy from time to time. Changes will be published on the Platform with an updated effective date.

7. Contact Us

For questions about our use of cookies, please contact:

FusionX

Email: info@fusionx.uk

Registered in England and Wales

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FUSIONX

Data Processing & Data Usage Statement

Effective Date: 1st March 2026 | Version: 1.0 | UK GDPR Article 28 Compliant

This Statement sets out how FusionX processes data submitted to or generated by the Platform by business users ('Clients'). It forms part of our broader data governance framework alongside the Privacy Policy and Cookie Policy.

1. Roles and Responsibilities

1.1 Where FusionX processes personal data on behalf of a Client for the purposes of delivering Platform services, FusionX acts as Data Processor and the Client acts as Data Controller, in accordance with UK GDPR Article 28.

1.2 Where FusionX processes personal data for its own operational purposes (account management, billing, platform improvement), FusionX acts as Data Controller.

1.3 Clients remain responsible for ensuring they have a lawful basis to submit data to the Platform and that their use complies with applicable data protection law.

2. Categories of Data Processed

2.1 Business Data

- Company name, registration number, and trading information;
- Financial data (including data retrieved via Xero integration);
- Operational metrics and capacity assessments;
- Market and customer data entered by the Client;
- Assessment responses and scoring data.

2.2 Personal Data

- Names and contact details of business owners and authorised users;
- Authentication credentials (stored in encrypted form);
- Usage logs and activity records.

2.3 Special Category Data

FusionX does not intentionally collect or process special category data (UK GDPR Article 9). Clients must not submit special category data to the Platform.

3. Purposes of Processing

- Delivering the assessment, analytics, and reporting features of the Platform;
- Generating business profile scores, scalability assessments, and investment readiness indicators;
- Integrating with third-party services authorised by the Client (e.g. Xero);
- Maintaining and improving the Platform's features and accuracy;
- Complying with legal and regulatory obligations;
- Providing Client support and onboarding assistance.

FusionX will not process Client data for any purpose other than those listed without the Client's prior written consent.

4. Data Processing Instructions

4.1 FusionX processes Client data only on the Client's documented instructions as set out in these Terms, this Statement, and any applicable subscription agreement.

4.2 Where FusionX is required by UK law to process data beyond the Client's instructions, it will inform the Client before processing, unless prohibited by law.

5. Sub-processors

5.1 FusionX may engage sub-processors, all subject to binding data processing agreements providing equivalent protections to this Statement. Current categories include:

- Cloud infrastructure and hosting providers;
- Payment processing services;
- Analytics and performance monitoring tools;
- Customer support and communications platforms.

5.2 FusionX will notify Clients of any intended changes to sub-processors. A current list is available upon request at info@fusionx.uk.

6. Data Security Measures

- Encryption of data in transit using TLS 1.2 or higher;
- Encryption of data at rest using AES-256;
- Role-based access controls and principle of least privilege;
- Multi-factor authentication for Platform access;
- Regular vulnerability scanning and security testing;
- Incident response and data breach notification procedures;
- Staff data protection training and awareness programmes.

7. Data Breach Notification

In the event of a personal data breach, FusionX will notify the Client within 72 hours of becoming aware, providing sufficient information for the Client to fulfil its own notification obligations to the ICO and affected data subjects.

8. Data Subject Rights Assistance

FusionX will assist Clients in responding to data subject rights requests under UK GDPR Articles 15–22, providing relevant data within a reasonable timeframe.

9. Data Transfers Outside the UK

FusionX will not transfer Client personal data outside the UK without either the Client's prior consent or appropriate safeguards in place (Standard Contractual Clauses or adequacy-approved country transfers).

10. Retention and Deletion

10.1 FusionX retains Client data for the duration of the subscription plus 36 months, unless a shorter or longer period is required by law or agreed in writing.

10.2 Upon termination or written request, FusionX will securely delete or anonymise all Client personal data within 60 days. Confirmation of deletion will be provided upon request.

11. Audit and Compliance

FusionX will make available all information reasonably necessary to demonstrate compliance with UK GDPR Article 28, and will allow for audits conducted by the Client or mandated auditor, subject to reasonable notice and agreed scope.

12. Contact

For all data processing enquiries, please contact:

FusionX

Email: info@fusionx.uk

Registered in England and Wales

You also have the right to raise concerns with the ICO: www.ico.org.uk | 0303 123 1113.

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FUSIONX Insight Disclaimer

Effective Date: 1st March 2026 | Version: 1.0 | Applies to: FusionX Lite & Pro Platforms

IMPORTANT: Please read this Insight Disclaimer carefully. By accessing or using the FusionX Platform, you acknowledge and agree to the terms set out below. This Disclaimer forms part of the FusionX Terms and Conditions.

1. Nature of FusionX Insights

FusionX provides automated financial analysis, summaries, and business insights based on data supplied by the user and connected third-party platforms. These insights are intended solely to assist general business understanding and awareness.

Analysis and insights are generated using automated processes and algorithms. FusionX does not employ human advisers to review, validate, or approve individual outputs. The Platform's outputs may not account for all relevant contextual, economic, sector-specific, or business-specific factors that a qualified professional would consider.

All insights, summaries, scores, forecasts, performance indicators, and reports generated by the Platform ('Insights') must be understood as informational tools only, and not as definitive assessments of any business's financial health, performance, or prospects.

2. No Professional Advice

The information and Insights generated by FusionX do not constitute and must not be relied upon as:

- Financial advice;
- Legal advice;
- Accounting or auditing advice;
- Tax advice;
- Investment advice; or
- Any other form of regulated or professional advice.

Users should seek independent advice from appropriately qualified and regulated professionals — including accountants, financial advisers, solicitors, or tax advisers — before making any significant business, financial, investment, or operational decisions.

FusionX is not authorised or regulated by the Financial Conduct Authority (FCA) or any other regulatory body for the purposes of providing financial or investment advice.

3. Accuracy and Completeness of Insights

Insights are produced using automated systems and available data. While reasonable efforts are made to ensure quality:

- Insights are only as accurate as the data submitted to or retrieved by the Platform;
- The Platform cannot verify the completeness, correctness, or currency of data entered by users;
- Automated calculations and analytical outputs may contain errors or omissions;
- Forecasts and projections are estimates only and are not guarantees of future performance;
- Performance indicators and scores are indicative only and should not be treated as definitive measures.

FusionX does not warrant or guarantee that any Insight is accurate, complete, current, fit for any particular purpose, or free from error.

4. Third-Party Data and Integrations

FusionX relies on data from third-party services including Xero and external data providers. Users should be aware that:

- The accuracy and availability of third-party data cannot be guaranteed by FusionX;
- Third-party platforms may experience outages, delays, or data errors affecting the quality of Insights;
- FusionX is not responsible for errors or omissions in data provided by third-party integrations;
- Users remain responsible for ensuring connected third-party accounts contain accurate and up-to-date information.

FusionX accepts no liability for any Insight that is inaccurate or misleading as a result of errors in third-party data.

5. Automated Decision-Making

Certain Insights are produced through automated processing without human review. In accordance with UK GDPR Article 22, users have rights in relation to solely automated decisions that produce legal or significant effects. If you have concerns, you are encouraged to:

- Request a human review by contacting FusionX at info@fusionx.uk;
- Seek independent professional verification before acting upon any output;
- Use the Platform's Insights as one input among several, not as the sole basis for decisions.

6. User Responsibility

Users remain solely responsible for:

- Reviewing all financial information submitted to or retrieved by the Platform;
- Verifying any conclusions, summaries, or recommendations generated by the Platform;
- Any decisions made based on or informed by the Platform's Insights;
- Ensuring their use of Platform Insights complies with all applicable laws and regulations.

FusionX strongly recommends that all material business and financial decisions are made in consultation with qualified professionals.

7. Limitation of Liability

To the fullest extent permitted by applicable UK law, FusionX, its founder, directors, employees, agents, and partners shall not be liable for:

- Any financial loss, business loss, loss of profit, or loss of revenue;
- Any consequential, indirect, special, or punitive damages;
- Any loss arising from reliance on Insights, reports, summaries, scores, or forecasts;
- Any loss arising from inaccuracies in third-party data or integration failures;
- Any business or investment decisions made using the Platform's outputs.

Nothing in this Disclaimer excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under English law.

Where liability cannot be excluded, FusionX's total liability is limited as set out in Clause 8 of the FusionX Terms and Conditions.

8. User Acknowledgement

By using the FusionX Platform (Lite or Pro), users expressly acknowledge and agree that:

- The Insights provided are informational tools intended to support business awareness only;

- Insights should not be relied upon as the sole basis for any strategic, financial, investment, or operational decision;
- FusionX does not provide regulated financial, legal, tax, or investment advice;
- The Platform uses automated analysis that may not reflect all relevant factors;
- Users are responsible for independently verifying all outputs and seeking professional advice where appropriate.

This acknowledgement forms part of the user's agreement to the FusionX Terms and Conditions and is accepted by ticking the acceptance box on the Platform.

9. Contact

For questions about this Insight Disclaimer or to request human review of an automated output, please contact:

FusionX

Email: info@fusionx.uk

Registered in England and Wales

This Insight Disclaimer is effective as of 1st March 2026 and should be read in conjunction with the FusionX Terms and Conditions, Privacy Policy, Cookie Policy, and Data Processing Statement.