

InfoSaaS Document Packs: Terms and Conditions of Use

For clarity, these Terms & Conditions of Use apply to the information security documentation packs available at www.infosaas.uk, and do not apply to the InfoSaaS risk assessment solution.

DEFINITIONS

For the purposes of this document, the following words and terms ("Terms") shall refer to the following definitions and meanings:

- (a) "Company" shall mean InfoSaaS Limited, a Limited Company registered in the United Kingdom, having Company Registration Number 09237183 and a Registered Office address of 145-157 St John Street, London EC1V 4PW
- (b) "Confidential Information" shall mean information learnt by one party in relation to the other's commercial or business affairs, including without limitation technical information, client information and technical knowledge
- (c) "IPR" or "IPRs" (intellectual property rights) shall mean all copyright, technical knowledge, trademarks, service marks and other intellectual property rights
- (d) "Effective Date" shall mean the date on which the Purchaser agrees either electronically or otherwise, to purchase Documentation from the Company
- (e) "Documentation" shall mean the information security related documents and records provided by the Company to the Purchaser
- (f) "Specification" shall mean the official documents outlining the Documentation provided by the Company to the Purchaser
- (g) "Purchaser" shall mean the single company, organisation or individual agreeing to purchase the Documentation provided by the Company
- (h) "Purchaser Data" shall mean information, data or material provided by the Purchaser through their use of the Documentation provided by the Company
- (i) "Purchase Fee" shall mean the monetary value owed to the Company by the Purchaser related to their purchase of Documentation from the Company.
- (j) "User Licence" shall mean the individual licence(s) granted to the Purchaser by the Company for the use of the Documentation

1. GENERAL

- a) Upon accepting these Terms, the Purchaser is confirming agreement to abide by such Terms. Such agreement shall be considered confirmed by the Purchaser when the Purchaser completes the purchase of Documentation on the Company website. This action is a declaration of agreement by the Purchaser to abide fully by these Terms.
- b) In compliance with these Terms, from the Effective Date, the Purchaser is granted a single organisation licence and right to use the Documentation. Such right is non-exclusive and non-transferable, and is for the Purchaser's internal business activities within one specific Company or organisation only. This licence and right will remain effective in perpetuity.

c) The purchase of Documentation by the Purchaser provides access to the Documentation set as correct at the date and time of purchase. It does not provide any automatic rights to either new or updated documentation at any point in the future. Any new or updated documentation shall be notified on the Company website, and can be purchased separately if required at the current Purchase Fee.

2. PROVISION OF DOCUMENTATION

Details of the Documentation provided to the Purchaser are set out in the Specification.

3. FEES AND CANCELLATION

a) Details of the Purchase Fee for Documentation are displayed on the Company website. The Purchaser agrees to make payment in advance of the Documentation being downloaded, in accordance with one of the accepted payment options detailed by the Company.

b) The Company retains the right to amend the Purchase Fee of Documentation packs for new Purchasers at any time and without prior notice. Such amendment shall be visible on the Company website as soon as it takes effect.

c) The Company holds the entitlement to apply and charge the Purchaser interest on overdue amounts. Such interest may begin to accrue from the date such amount became overdue, and shall be calculated at the rate of 4% (four percent) above the current annual base rate of the Bank of England, on the date at which the liability commenced.

d) Should a Purchaser's payment card details or on-line transaction be declined for any reason, the Company will not be obliged to complete the supply of Documentation.

e) VAT at the prevailing rate is payable in addition to the fees set out in the Purchase Fees, which for clarity are shown on the Company website exclusive of VAT.

4. OBLIGATIONS OF THE COMPANY

a) The Company will provide Purchasers with the Documentation they have selected as soon as payment has been received. Documentation will be made available electronically, and it remains the Purchaser's responsibility to transfer the Documentation from the Company to their own IT systems.

b) The Company will take every reasonable step possible to ensure an uninterrupted server connection and to maintain other computer and operating system software in accordance with industry standards to provide the Purchaser with the ability to download the purchased Documentation. Such access, however, may be unavailable during pre-notified, scheduled maintenance downtime or as a result of other interruptions beyond the Company's control (including, but not limited to Acts of God, war, civil disturbance, utility failures or other similar events which the Company could neither predict nor prevent).

d) In order to maintain a fully-operational provision of the Documentation, the Company may undertake maintenance activities on occasion, which may result in the temporary unavailability of the Documentation. Such unavailability is unlikely to occur for a duration of more than one hour in any given 24 hour period, and such unavailability is likely to occur after midnight unless in circumstances beyond the Company's control. Maintenance activities will be advised to Purchases in advance via the Company website, unless such activities are assessed as being "emergency" and require the Company's immediate progression.

5. RESPONSIBILITIES OF THE PURCHASER

a) The Purchaser shall hold full responsibility for all equipment necessary for accessing the Documentation via the internet, including but not limited to computers, telephones, networks, hardware and software. Such responsibility includes ensuring relative system requirements are sufficient to allow access to the Documentation. The Company makes no representation, warranty or assurance whatsoever of the Purchaser's equipment suitability or technical know-how required for accessing and downloading the Documentation.

b) The Purchaser hereby agrees to comply with all laws applicable in relation to the use of the Documentation, including without limitation laws related to data protection and the transmission of personal or technical data across borders. By default, and unless agreed in writing to the contrary, applicable laws shall be those of England and Wales, and the data protection requirements shall align with the UK Data Protection Act 1998.

c) The Purchaser agrees that only one single organisation can download and use the Documentation per individual purchase. An organisation is deemed to be a legal entity (for example a company or identifiable trading unit), or an individual person acting on behalf of one such organisation. The Company has incorporated security controls to help identify the subsequent distribution of Documentation which has not been properly purchased from the Company, and will instigate legal proceedings if discovering such unauthorised distribution.

6. LICENCE

a) The Company provides its Documentation "as is", with no specified or implied statements as to the suitability of the Documentation for the Purchaser's intended purpose. Whilst the Documentation has been successfully deployed by many organisations around the world, actions to modify or amend the supplied Documentation to meet the Purchaser's individual requirements remain the sole responsibility of the Purchaser.

b) The Purchaser shall not in any way sell, resell, licence, sublicense, transfer, assign or otherwise commercially distribute or exploit the Documentation. Any modifications or derivative works created from the Documentation shall be the sole responsibility of the Purchaser and for the exclusive use of one single organisation only.

c) It is not permissible for the Purchaser to change the designation of the single organisation using the Documentation without the prior written permission of the Company.

7. INDEMNITY

a) The Purchase hereby indemnifies the Company against any claims, costs and expenses which may be incurred by the Purchaser, arising either indirectly or directly from the Purchaser's breach of any obligations as set out by these Terms. The Purchaser further indemnifies the Company against claims, costs and expenses incurred by the Company arising from a claim alleging that the Purchaser has infringed the rights of a third party, or has caused harm to a third party.

8. INTELLECTUAL PROPERTY RIGHTS

a) The Company owns all IPRs contained within the Documentation and any website and supporting materials that are operated or provided by the Company. The Purchaser is granted a licence in perpetuity to modify the supplied Documentation, to create derivative works which meet the individual requirements of one single organisation.

b) These Terms do not give the Purchaser any rights in or in relation to the Documentation, any website or supporting materials owned or operated by the Company, or any other IPRs unless expressly provided within these Terms. Any associated names or logos of the Documentation are Company trademarks, and the Purchaser is granted no right or licence to reproduce, store, quote or use them.

c) InfoSaaS® is a UK registered trademark.

9. CONFIDENTIALITY

a) It is hereby agreed by both the Company and the Purchaser that no disclosure of Confidential Information shall be made to any third party. This clause may not apply if the Company receives a properly authorised UK issued Court Order to the contrary, and in such circumstances will ensure that the Purchaser is promptly informed.

b) The Company shall apply careful attention to the observance of confidentiality in relation to the Purchaser's data, and confirms that throughout the duration of the provision of Documentation it shall apply continuous compliance to all aspects of the UK Data Protection Act, including without limitation data processing. The Company furthermore shall not use or disclose Purchaser Data without express consent from the Purchaser, or unless such use or disclosure is necessary for the provision of the Documentation.

c) The Company hereby confirms that it has appropriate technical, organisational and information security measures in place. Such measures govern the management, processing and storage of the Purchaser's data related to the provision of the Documentation.

d) The Company hereby agrees to not transfer any personal data that is processed on behalf of the Purchaser, to any territory which falls outside the European Economic Area (EEA), unless such transfer is either (a) conducted with the Purchaser's written consent in advance, or (b) necessary to allow the Purchaser to download and use the Documentation, for example if they themselves are located outside of the EEA.

10. PRIVACY

The Company's privacy policy is accessible at any time via the Company's website. The Company retains the right to amend or modify security and privacy policies contained therein on occasion, and Purchasers are therefore reminded to check such policies for any changes on a regular basis.

11. WARRANTY

The Company warrants that it shall prepare and provide Documentation with reasonable skill and care which shall conform to generally accepted industry standards of practice.

12. LIMITATION OF LIABILITY

a) The whole liability of the Company to the Purchaser in relation to any claim or breach of these Terms, shall be limited to the maximum amount of the Purchase Fee. Such liability applies regardless of whether or not such claim or breach arises from negligence, with the only exception being death or personal injury as a result of negligence, in which case no limit applies.

b) Notwithstanding clause 12(a) set out above, the Company holds no liability to the Purchaser for lost opportunity, loss of business, loss of profits or any other direct,

consequential or indirect loss or damage. Such non-liability applies even in cases where such loss could be considered reasonably foreseeable.

13. TERMINATION and NOTICE

The provision of Documentation by the Company to the Purchaser is a single transaction at a specific date and time. It does not infer or imply an ongoing business relationship between the Company and Purchaser, and as such does not require any termination or notice protocols.

14. FORCE MAJEURE

Neither party shall hold liability for any default arising due to any act of God, war, civil disturbance, any industrial action including strike and lockout, fire, flood, drought, tempest or other natural disaster, or any other event beyond either party's reasonable control.

15. COMPLETE AGREEMENT

Together with the Specification and any existing privacy or security policies published by the Company, these Terms embody the entire agreement between each party in relation to the paperwork, and supersede any prior agreement between each party in relation to such paperwork whether this was verbal or written. Furthermore, both parties hereby confirm upon accepting these Terms that they have not done so based on any external representations made that are not written expressly into these Terms.

16. SEVERANCE

Should any provision contained within these Terms be or become prohibited by law or be deemed by a Court of Law to be unlawful, unenforceable or void, then such provision shall be severed from these Terms and made ineffective to the fullest extent required. Such severance will be executed as far as possible without the need to modify any remaining provisions contained within these Terms, and such severance shall not affect any other circumstances nor shall it affect the validity or enforcement of any of the remaining Terms.

17. GOVERNING LAW

The construction, performance and validity of these Terms falls under the governance of the laws of England and Wales. Acceptance of these terms hereby submits the acknowledgement of both the Purchaser and the Company that any dispute arising in relation to these Terms must be subject exclusively to the jurisdiction of the Courts of England and Wales.

This Version (1.0) Finalised: 27.02.2016

You are advised to print and retain a copy of this document for your future reference.