

# RiskBase Terms & Conditions



Effective 05 March 2018

The latest version of the Terms are on our website. We may change any of the Terms by posting a revised version on our website. Changes we make are never retroactive.

You agree to these terms when you enter into a commercial relationship with us and each time you renew your license or pay an invoice.

**Terminology** "RiskBase" is the product. "We" are the company. "You" are the customer. "Your Users" are people you've allowed to access your data.

**RiskBase Limited** (06222596) is a company limited by liability in England and Wales, registered at 8 The Green, Richmond, England, TW9 1PL

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## Using RiskBase

RiskBase is a desktop web application and a separate mobile web application. Both applications require an up-to-date web browser and an internet connection.

Your license entitles you to use RiskBase to the extent we agree in writing with you.

## Our Commitment To You

RiskBase is provided as is. We're always improving functionality but that might mean existing features are changed or removed.

If we change something that means you cannot use RiskBase to get broadly the same benefit as you did before you may terminate this agreement immediately but no later than 30 days after you discover the change.

### Availability

RiskBase is available 100% of the time.

RiskBase may occasionally be unavailable for short maintenance periods but we'll always do this outside of normal office hours and tell you in advance.

Internet connectivity relies on many different networks and operators. We can't be held responsible when a party that is not our supplier causes RiskBase to be unavailable to you.

We are responsible if RiskBase is unavailable because of something we or our suppliers have or haven't done. If we do have an unplanned outage that affects you, we will provide you with a pro-rata refund.

Unless we are negligent, the limit of our liability is the total license fees paid by you in the preceding 12 months.

### Security

We maintain a secure server infrastructure to protect your data; this includes from external hackers and internal staff. Processes are in place to ensure only people that need to can access your data.

Our infrastructure is built to be secure and data moving outside of our production network is encrypted. Security vulnerability assessments and penetration testing are performed periodically to ensure RiskBase remains secure.

Users' passwords are hashed and then encrypted; due to this we cannot see passwords, only reset them. We are not responsible for any losses due to stolen passwords.

## Support

We provide a friendly and high level of support, which we believe goes above and beyond other cloud providers.

Although we only provide day-to-day support via an email ticketing system, we recognise when something is more urgent and needs to be done by phone.

We respond to support requests within 2 hours between normal working hours. Most support requests are resolved within that time.

## Your Data & Privacy

You may only upload and use data within RiskBase you are legally entitled to, and must do so in compliance with all applicable laws. You should only upload data you're comfortable sharing with your users.

You retain ownership of the data that you upload or create within RiskBase but grant us a license to manage that data and serve it back to you. We may use or disclose your materials only as described in these Terms and our Privacy Policy.

You are responsible for your users and who you let access your data. We will not distribute your data or let others access or use it unless you share it, in which case you've given them a license.

## Ending These Terms

You can end your relationship with us by giving a calendar month's notice before your service renewal. Your renewal date will be specified on your invoice.

If our relationship ends we may delete your data. If you want us to retain your data you must ask us at the time you give us notice and we may charge you to retain your data. If you need to access this data again we may export it for you at a cost and we may reinstate it if you pay prorated license fees.

## Payment

If you do not pay your invoice we reserve the right to suspend your access to RiskBase and terminate the agreement we have in writing with you.