

Terms and Conditions

These are the terms and conditions for the contract between:

- Be Certified is a trading name of Be Certified Limited (registered in England and Wales with company number 15451756, whose registered address is at Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR ("Be Certified", "we" or "us", as applicable); and
- "you," our customer, for us to provide you with the "Services" which are those set out in the Details of Service (as defined at clause 1(a)(i) below) or otherwise purchased by you.

1. The Contract

(a) Basis of contract

The contract between you and us (referred to in these Terms and Conditions as the "Contract") is made up of:

- (i) these terms and conditions ("Terms and Conditions");
- (ii) the Details of Service that details the Services ("Details of Service")
- (iii) to the extent that you may access certain Services through any of our online platforms ("Platform") or our software, the Terms of Use, which can be found at [Terms of Use](#) ("Terms of Use")
- (iv) to the extent that any Services you purchase are on a subscription basis, our Subscription Terms, which will be provided to you at the point of purchase ("Subscription Terms");
- (v) any extra terms and conditions that apply to a particular service you request from time to time (either in writing or by clicking online);
- (vi) any service specifications set out or referred to in the Details of Service; and
- (vii) any documents referred to in these Terms and Conditions, in each case, as such terms are amended by us from time to time.

The order of precedence of these documents will be the order set out above. These Terms and Conditions and the documents set out in clause 1(a) above apply to the Contract. No other terms and conditions will apply. Any marketing materials do not form part of the Contract and are not legally binding.

(b) Services you purchase

Services may be purchased by way of up-front payment being made through the Platform, our website or via a payment link that is sent to you (or by other methods we may make available from time to time). By proceeding with your purchase through any of these methods, the Contract for those Services will commence once your payment has been made (the "Commencement Date"). We may send you an email on or after the Commencement Date in order to confirm the Services you have purchased ("Order Confirmation").

2. The Services

- (a) We will provide the Services in accordance with the Contract.
- (b) Unless we agree otherwise in writing, you may only make the Services available to officers and employees that you authorise to use the Platform and/or Services ("Authorised User(s)"), not to any supplier or other third party.
- (c) If relevant, the Details of Service will specify the specific Services you have access to and the number of Authorised Users
- (d) For:
 - (i) Subscription Services with a term of at least 12 months, the Contract starts on the Commencement Date and will continue for the subscription term shown in the Details of Service (the "Subscription Term"). It will automatically be renewed after the Subscription Term for further periods equal to the Subscription Term (but such calculation not to include any free promotional months that we have offered) and each renewal shall be classed as an "Additional Subscription Term" until you or we end the Contract by giving written notice not less than one month before the end of the applicable Term.
- (e) The Contract will then end at the end of the Subscription Term or Additional Subscription Term when such notice expires. Written notice can be provided to Be Certified at accounts@BeCertified.com.
- (ii) For Services purchased with a term that is less than 12 months or non-subscription Services, the Contract starts on the Commencement Date and will end at the end of the designated period shown in the Details of Service or once the Services have been provided by us, unless both parties agree in writing to renew or extend such Contract. This term and any renewal or extension agreed between the parties will be deemed to be the "Term" of such Services.
- (e) You and we agree that all terms and conditions implied by law, or otherwise (including those applied under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982) are excluded to the fullest extent permitted by law.
- (f) Except those conditions, representations, or warranties provided in the Contract, all Services are provided "as is", "with all faults" and "as available" and at your sole risk. We disclaim all other conditions, representations and/or warranties whether express, implied, or statutory, including but not limited to implied conditions, warranties and representations in respect of quality, conduct, performance, reliability, availability, accuracy of informational content or results, system integration, merchantability, or fitness for a particular purpose, whether arising by usage of trade, by course of dealing, by course of performance, at law, in equity, by statute or otherwise howsoever, to the maximum extent permitted by applicable law. The Services have not been prepared to meet your individual requirements. It is your responsibility to independently ensure the Services meet your requirements and needs. We do not guarantee that the Platform will function error free or uninterrupted. You acknowledge that we do not control the transfer of data over communications facilities, including but not limited to the internet, and that the Services provided under the Contract may be subject to limitations, delays and other problems inherent in the use of such communications facilities. From time to time we may carry out scheduled or unscheduled maintenance which results in downtime to the Platform and/or Services. We will not be liable for any consequences of such downtime.
- The Services are based on best practice experience, and are not to be construed as legal or other advice. Such Services are intended to supply general information only and not specific advice to a particular business entity, environment or specific situation or territory/location. The Services do not guarantee that any subsequent audit and/or certification will be successful (and we shall have no liability whatsoever in the event that you do not pass any audit and/or gain certification following receipt of the Services). It is your responsibility to ensure the Services are suitable for your requirements and that the standard you are seeking certification for is fully completed and ready for audit. Unless the Services purchased include an audit service that is to be provided by us, it is your responsibility to make

the necessary arrangements with a third-party auditor in order to gain your required certification.

- (g) Subject to our agreement, you or your Authorised Users with Admin Access may purchase additional Services by contacting us or through the Platform. Additional Services may include the purchase of access to additional Services and/or additional Authorised Users. Additional fees may apply and we may issue you with an amendment to your existing Contract or a new Contract and/or Order Confirmation showing the additional Services you have purchased.
- "Admin Access" refers to an administrator account on the Platform provided by you to an Authorised User that allows such Authorised User to access and manage the Services we provide to you and to establish and manage the account permissions of other Authorised Users.
- (h) If the Services include any appointments with us and you want to cancel any appointment, you need to send us written notice. If you provide us less than 72 hours written notice before the appointment, we may charge you the cancellation fee set out in the booking confirmation for that appointment.
- (i) Notwithstanding any other rights under the Contract we may change at any time without your consent any aspect or matter concerning the Services (including but not limited to adjustments to its applicable charge or the contents of Services we offer); if such aspect is related to the Platform used to provide the Services, we will use reasonable endeavours to provide you with written notice of the upcoming changes in accordance with clause 11(f) of these Terms and Conditions.
- (j) We may, on written notice to you, retire any Services at any time without your consent, provided that we provide you reasonable written notice. To the extent that the retirement of the Service means that no more Services are provided under the Contract, then we may terminate the Contract by giving you written notice.

3. Customer obligations

- (a) You acknowledge, agree, and warrant that:
 - (i) You have the full power and authority to enter into the Contract and carry out the obligations hereunder, and that any Authorised User with Admin Access has full power and authority to act on your behalf.
 - (ii) You are a business and not dealing with us as a private consumer
 - (iii) You are solely responsible for ensuring any information provided to us is complete, truthful, and accurate; that you are solely responsible for providing us (including but not limited to anyone working for us in connection with the Services) any information that is reasonably needed to provide you the Services and that you are solely responsible for co-operating fully and causing your Authorised Users to co-operate fully with us in all matters relating to the Services.
 - (iv) You are solely responsible for your and your Authorised Users' compliance with and/or breach of the Contract and all laws and regulations applicable to the access and use of the Platform and/or Services. If you become aware of any noncompliance with the foregoing by yourself or any of your Authorised Users, you will immediately report the noncompliance to us and cure and remedy the noncompliance to the extent feasible.
 - (v) You will (and you will ensure that Authorised Users will) use the Platform, Services and our Material only for your internal, non-commercial business operations and that they will not be made available to any third party unless agreed by us in writing and, in any event, for the sole purpose of you receiving the Services. To the extent any third parties are granted access to the Services, they must accept our Terms of Use prior to gaining access.
 - (vi) You shall not (and you will ensure that Authorised Users shall not) use the Platform or Services to store, transmit or introduce any viruses, malware or other harmful code or do anything which may interfere with or disrupt the integrity of the Services.
 - (vii) You are solely responsible for the safekeeping and confidentiality of your and your Authorised Users' usernames and passwords to the Platform. If you become aware of any breach of confidentiality thereof, you will immediately cure and remedy the breach and report to us any adverse effects or results of the breach. We will not be in any way responsible for any unauthorised access to the Platform/Services (including circumstances in which you choose to disable password login)
 - (viii) You are solely responsible for ensuring that you and all Authorised Users accessing the Services comply with these Terms and Conditions, the Terms of Use, and any other licences or policies relating to the Services (and remain liable for any default by such persons).
 - (ix) You are solely responsible for your and your Authorised Users' activities in or as a result of accessing and using the Platform and/or Services, including but not limited to:
 - (A) any misuse of the Platform and/or Services;
 - (B) the information, data, and content entered into the Platform and/or Services or otherwise made available to us;
 - (C) the information, data, and content accessed through the Platform and/or Services or otherwise made available to us, its effects, any actions taken in response thereto, and any interpretations thereof; and
 - (D) the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of all information, data, and content that you or your Authorised Users allow the Platform and/or Services to access or otherwise make available to us.
- You will provide any written notices and obtain any consents that may be legally required for us to engage in the activities contemplated by the Contract.
- (x) You are solely responsible for procuring, maintaining, and securing any equipment (for example, network-related systems), software, network connections, telecommunications links, or ancillary services needed to connect to, access, or otherwise use the Platform and/or Services, including but not limited to routers, hardware, software, and Internet service ("Your Equipment"), and for ensuring Your Equipment and ancillary services are compatible with the Platform and Services, and comply with any specifications we may provide from time to time. You are solely responsible for all problems, conditions, delays, and all other loss or damage arising from or relating to your connections or links or caused by the Internet or Your Equipment in order for you to access the Services.
- (xi) The Charges have been calculated based upon your location and the number of employees stated to us at the time of purchase. As such, you will promptly notify us if your primary location changes and/or if the number of employees has grown by more than 30% since the start of the Contract, or you want us to provide the Services to other sites. In this situation we have the right to increase the charges to reflect this.

This would be in addition to any increase we make under clause 4.

- (xii) You will comply with all laws that apply to your activities relating to the Contract, and you will obtain and maintain all necessary licences, consents, and permissions necessary for you and anyone using the Services on your behalf to perform your obligations under the Contract and receive the Services.
- (xiii) You will ensure that the maximum number of Authorised Users that you authorize to access the Platform and use the Services will not exceed the maximum number stated at the point of purchase and/or as described in the Details of Service. If you want to increase your maximum number of Authorised Users, please notify us; additional charges may apply.
- (xiv) You will ensure that you will not allow or permit any Authorised User account, if any, to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User will no longer have any right to access the Platform or use the Services.
- (xv) You will notify us promptly of any known unauthorised use or access of the Services or Platform by your Authorised Users.
- (b) If we cannot meet any of our obligations under the Contract, or we are delayed from meeting them, as a result of something you, your Authorised Users, or your contractors have or have not done, or if you, your Authorised Users, or your contractors fail to meet any of your obligations, we will not be liable to you for this failure or delay (nor are we obliged to extend the Term to reflect the period of such delays) and we can suspend the Services until you put the matter right. Taking this action will not affect any other rights we have under the Contract.
- (c) You authorise us to communicate with and send e-mails to your Authorised Users as we may require in order to host and administer the Platform or to otherwise provide the Services. We may suspend the Services to any of your Authorised Users if they do not consent to the receipt of such communications or e-mails.
- (d) We may, at any time without prior notice, but no more than once per quarter, audit your use of the Services in order to establish the name of each Authorised User and to audit compliance with this clause 3. If any such audits find that:
 - (i) Authorised Users have shared accounts; or
 - (ii) You have a number of Authorised Users that exceed the number of Authorised Users you have purchased or have been granted from time to time to access the Platform and use the Services
- then without prejudice to our other rights, you will pay to us an amount equal to such amount of Authorised User accounts, if applicable, you have used as calculated in accordance with the prices set out in the Details of Service within 30 business days of the date of the relevant audit.
- (e) All charges assume a fair and acceptable use of the Services by you and Authorised Users (which shall include, but not be limited to, you making the Services available to no more than 20 Authorised Users). In the event that the use of the Platform or the Services by you exceeds fair and acceptable use we will alert you to the issues in writing and give you the opportunity of easing use or paying for the extra service requirements.

4. Charges and payment

- (a) The charges for the Services are as set out in the Details of Service and/or as advertised at the point of purchase subject to any changes. All charges will be subject to VAT (and/or any other applicable taxes or duties) at the rate that applies at the time of purchase, which will be added at the appropriate rate.
- (b) You acknowledge that Authorised Users with Admin Access will have the option to purchase additional Services within the Platform. If we agree to provide any such additional Services additional fees may apply and clause 2 (g) will apply.
- (c) From the first anniversary of the Commencement Date, we can increase our charges once a year and at the point of renewal by the greater of:
 - (i) three percent of the charges for the preceding year;
 - (ii) in line with the UK Retail Prices Index in the preceding year; or
 - (iii) such an amount to bring the charges in line with our then current prices as listed on our Platform and/or our website.
- We will notify you of any increase to your charges made in accordance with this clause 4(c) in advance of the commencement of any Additional Subscription Term.
- (d) We will collect all charges, plus VAT and/or any regional taxes or duties (where applicable), by the payment method set out at the point of purchase and/or in the applicable Details of Service. The due date for payment will also be specified at the point of purchase and/or within the Details of Service. If no due date for payment is specified then payment will be due on the Commencement Date (or the date of renewal for any Additional Subscription Term).
- (e) You hereby consent for our third party payment processor (currently, Stripe) to retain your credit card, pre-authorised debit, or any other payment information that you provide at the point of purchase, such as your credit card number and its expiry date ("Payment Information"). You hereby authorise us to continue charging your Payment Information for any Additional Subscription Term pursuant to the payment terms of the Contract. Payment for any Additional Subscription Term will be charged using your Payment Information on or around the commencement date of each Additional Subscription Term. The charges for any Additional Subscription Term shall be the same as the charges for the initial Subscription Term, subject to any increases we make to the charges in accordance with these Terms and Conditions. We may send you a Details of Service in advance of the commencement of any Additional Subscription Term. If you opt in, we will also save your Payment Information to make your checkout easier for future purchases. You can remove your consent for us to retain your Payment Information at any time by emailing us at accounts@BeCertified.com.
- (f) If we do not receive any payment due to us under the Contract by the date it is due, we may charge you interest each day on the overdue amount at the rate of five percent per annum above the Bank of England's published bank rate at the time, until the overdue amount and interest have been paid in full. You will be responsible for any loss, liability, damage, costs, and expenses (including but not limited to legal costs) arising in connection with us recovering any unpaid or overdue amounts. We may also suspend the Services and your access to the Platform in accordance with clause 9(e).
- (g) You must pay all amounts due under the Contract without any offset (except for any deduction that must be made by law). We may take any amount you owe us off any amount we must pay to you. Taking this action will not affect any other rights we have under the Contract.

5. Intellectual property rights

- (a) All intellectual property rights relating to any trademarks, service marks, trade names, goodwill, patents, copyrights, data, software, materials, Services, Platform, and/or other Deliverables provided or created by us or on our behalf under the Contract (for example, standards, templates, guides, handbooks, and guidance content), together with all derivatives, ideas,



concepts, inventions, processes, methodologies, know-how, testing results, designs, and all industrial and other intellectual property rights relating to the foregoing (“**our Materials**”) belong to us or are licensed to us by the relevant third-party rights owner. You will not own any of the Intellectual Property Rights in any of our Materials and in any derivatives from our Materials nor any other of our Intellectual Property Rights.

(Intellectual Property Rights are any rights and interest in patents, trademarks, service marks, trade and business names, domain names, goodwill, rights in get-up, rights in design, copyright, database rights, know-how, rights to apply for these, and any other similar rights which in each case exist at any time anywhere in the world, whether registered or unregistered.)(Deliverables are all documents and materials developed by us or our agents, subcontractors, consultants and employees solely in relation to the Services in any form)

- (b) Subject to payment of all charges in accordance with clause 4, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable right to permit your Authorised Users to access the Services, the Platform and Deliverables solely for your internal, non-commercial business operations during the relevant Subscription Term or Term. Defined terms in this clause 5(b) have the meaning given to them in the Terms of Use to the extent they are not defined in these Terms and Conditions. You are not granted any other rights to our Intellectual Property Rights other than expressly stated in this Contract.
- (c) You must not without our prior express consent (i) do or authorise any third party to do any act which would or might invalidate or be inconsistent with any of our Intellectual Property Rights; (ii) copy or download the Platform, Services or our Materials or any part of any of them; (iii) modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property Rights in the Platform or the Services or our Materials.
- (d) You must keep our Materials safe and not give or show them to any third party or allow any third party to access or use them (unless agreed by us in writing and, in any event, for the sole purpose of receiving the Services) or use our Materials to provide a service to any third party. You shall ensure that no employee or worker keeps any copies of our Materials after ceasing to work for you and you must notify us immediately if you become aware of any infringement or suspected infringement of our Intellectual Property Rights.
- (e) If the Contract expires or is terminated, the above licence will automatically terminate, and you will ensure that no Authorised User keeps any copies of our Materials after termination.
- (f) In consideration for your access to the Services, you provide us the limited right to publish your logo on our promotional materials, to reference you as our client, and to reference your use of the Services.
- (g) All Intellectual Property Rights relating to any data that are not our Materials and that are provided by you to us are “**your Materials**”. You retain all right, title, and interest in and to your Materials. You are solely responsible for your Materials. Subject to the foregoing, you grant to us a limited, non-exclusive, non-transferable right and licence to use your Materials and your logos, branding (and any other Intellectual Property Rights) for the purpose of performing our obligations under and in accordance with the Contract.
- (h) You will indemnify, defend, and hold us harmless against all liabilities, costs, expenses, damages, and losses that we suffer as a result of or in connection with any claim made against us arising out of anything which you provide or supply to us or upload to the Platform, including but not limited to your Materials, in connection with the Contract actually or allegedly infringing a third party’s Intellectual Property Rights. This provision will survive the expiry or termination of the Contract indefinitely.
- (i) You must notify us immediately if you become aware of any claim or allegation that the receipt of the Services infringes the rights of any third party. In such circumstances (i) you must provide reasonable co-operation in the defence and settlement of such claim; (ii) we will be given sole authority to defend or settle any claims; and (iii) in the defence or settlement of any claim, we may obtain for you the right to continue using Services in the manner contemplated by the Contract, replace or modify the Services so that it becomes non-infringing or, if such remedies are not reasonably available, terminate the Contract forthwith by notice in writing and without liability to you other than for a refund of any Charges paid in advance for Services you have been unable to receive. We shall not in any circumstances have any liability if the alleged infringement is based on: (i) a modification of the Services by anyone other than us; or (ii) your use of the Services in a manner contrary to the instructions given to you by us; or (iii) your use of the Services after notice of the alleged or actual infringement from us or any appropriate authority; or (iv) use or combination of the Services with any other product in circumstances where, but for such combination, no infringement would have occurred. The foregoing states your sole and exclusive rights and remedies, and our entire obligations and liability, in the case of any matter falling under this clause 5(i).

6. Liability

- (a) Except as set out in this Contract, all warranties, conditions and other terms whether express or implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract
- (b) We will not be liable to you (whether in contract, tort (including but not limited to negligence), breach of statutory duty, or otherwise, howsoever arising) for:
 - (i) loss of profits;
 - (ii) loss of sales or business opportunities;
 - (iii) loss of agreements or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of or damage to goodwill;
 - (vi) loss of use or corruption of software, data, or information; or
 - (vii) any indirect, consequential, aggravated, or punitive loss or damage, even if you notified us of the possibility thereof or if we could have foreseen such claims.
- (c) Our total aggregate liability to you for all claims arising from or related to the Contract, including but not limited to any cause of action sounding in contract, tort (including but not limited to negligence or strict liability), by statute, other legal theory, or otherwise howsoever arising, will not exceed the charges paid to us by you in the 12-month period preceding the date of the claim.
- (d) We rely on these exclusions and limitations of liability when entering the Contract and setting our charges. They are a fundamental and essential part of the Contract and apply even if the Contract has failed in its fundamental or essential purpose or has been fundamentally breached.
- (e) You agree to resolve all disputes with us individually, and you agree not to bring (and waive any rights to bring) any claim or seek relief by any class, consolidated or representative claim or action.

7. Confidentiality

- (a) You and we acknowledge that during the performance of the Contract, each will have access to certain of the other’s Confidential Information (defined below) or the Confidential Information of third parties. Both you and we agree that all items of Confidential Information are proprietary to the disclosing party or such third party, as applicable, and will remain the sole property of the disclosing party or such third party.
“**Confidential Information**” means all written or oral information, disclosed by either you or us to the other, related to the operations of the disclosing party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential which may include (but not be limited to) (i) information comprised in or relating to any intellectual property rights of a party (or any of its affiliates); (ii) its or their products, Materials, operations, systems, security, processes, procedures, tools, methodologies, utilities, know-how, plans, intentions, product information, market opportunities or business affairs; (iii) information relating to the financial position or business strategy of the other party or its affiliates; (iv) information which relates to the business strategies or internal management or structure of the other party; and (v) information related to customers of the other party or its affiliates).
- (b) You and we agree:
 - (i) to keep confidential all Confidential Information
 - (ii) to use Confidential Information of the disclosing party only for the purposes described herein and to enable us to provide, and you to receive, the Services;
 - (iii) that such receiving party will not reproduce Confidential Information disclosed by the disclosing party, and will hold in confidence and protect such Confidential Information from dissemination;
 - (iv) that the receiving party will not create any derivative work from Confidential Information of the disclosing party (unless and only to the extent required to provide or receive the Services); and
 - (v) to restrict access to the Confidential Information disclosed by the disclosing party to such of its Authorised Users and consultants or agents, if any, who have a need to know and who have been advised of and have agreed in writing to treat such information as confidential.
- (c) Notwithstanding the foregoing, the provisions of clause 7(b) will not apply to Confidential Information that is:
 - (i) publicly available or in the public domain at the time disclosed through no fault of the recipient without breach of an obligation of confidentiality or other restriction on disclosure;
 - (ii) rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto;
 - (iii) already in the recipient’s possession free of any confidentiality obligations with respect thereto at the time of disclosure;
 - (iv) independently developed by the recipient without the use of the disclosing party’s Confidential Information; or
 - (v) approved for release or disclosure by the disclosing party without restriction.Notwithstanding the foregoing, the recipient may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that, where permitted by law, the recipient will first have given written notice to the disclosing party and have made a reasonable effort to obtain a protective order or otherwise establish the disclosing party’s rights under the Contract, including but not limited to the making of such court filings as it may be required to do.
- (d) You also acknowledge and agree that we may freely use any comments, ideas, or error reports provided by you or your Authorised Users to us that relate to the Services or any of our Materials.
- (e) The recipient receiving Confidential Information under the Contract acknowledges that the remedies of the disclosing party at law for money damages may be inadequate in the event of a breach or threatened breach of these confidentiality obligations. The recipient agrees that the disclosing party may be entitled to seek a temporary restraining order, injunctive relief, or other equitable relief in the event of any such breach or threatened breach.
- (f) The obligations of confidentiality in the Contract will survive the expiry or termination of the Contract for a period of two years after termination or expiry.

8. Data protection

- (a) In the course of us providing the Services to you (and/or Authorised Users) we will process your personal data in accordance with our [Data Processing Agreement](#), and any applicable addendum.
- (b) To the extent we act as data controller in relation to the servicing of the Contract, we will act as data controller in line with our [Privacy Notice](#).

9. Ending the contract

- (a) A party may terminate the Contract immediately by giving written notice to the other party if the other party:
 - (i) materially breaches the Contract and, if the breach can be cured, fails to do so within 30 days of receiving written notice;
 - (ii) is a limited company that stops trading, is winding up, becomes insolvent, enters into administration, receivership, administrative receivership, or liquidation;
 - (iii) is an individual, sole trader or a partnership that is declared bankrupt, enters into any debt-repayment arrangement with creditors, or has a receiver appointed over any assets; or
 - (iv) is an individual, sole trader or partnership who dies, becomes unable to manage their financial affairs, or becomes a patient under any mental-health law.
- (b) We may terminate the Contract, in whole or in part, immediately by giving you written notice if:
 - (i) you fail to pay any charge due under the Contract by the date that payment is due
 - (ii) your use of the Platform or the Services exceeds fair and acceptable use and, upon receiving written notice from us, you fail to ease use or pay for the extra service requirements within the timeframe specified in our notice
 - (iii) you breach any of the following terms of these Terms and Conditions: 3(a)(v), 3(a)(xi), 3(a)(xiii), 5, 7 or 8.
- (c) When the Contract ends for any of the reasons set out in clauses 9(a) or (b) above, you must immediately pay us all charges you owe in connection with the Services. If we have not invoiced you for the Services or for any particular Service, we will issue and provide you an invoice. You must pay that invoice as soon as you receive it. The final invoice will include a charge for any discounted or free Services provided during the Contract (calculated at the applicable charge plus applicable VAT).
- (d) You may cancel the Contract at any time by giving written notice to us, but you will not receive a refund in respect of any Charges already paid in

respect of the remainder of the applicable Term. For the avoidance of doubt, the Charges are non-refundable and you will not be entitled to receive a refund in respect of any Charges paid even if you do not subsequently make use of the Services.

- (e) Without limiting any other rights we have, we may suspend the Services and/or access to the Platform under the Contract, or any other contract between you and us, if any of the situations in clause 9(a) above arise, if you fail to pay any charge due under the Contract by the date that payment is due (or if any charge back process is initiated), or if you otherwise breach any term of the Contract.
- (f) When the contract ends for any reason, you must cease using the Platform, Services and our Materials immediately, and you will no longer be entitled to redeem or obtain a refund for any unused Services. In the event that you continue to use the Platform and/or Services beyond the end of the Contract, you agree to pay for such use calculated in accordance with the prices set out in the Details of Service.
- (g) Without limiting the applicability of other terms and conditions of the Contract, the terms of the Contract that, by their nature, are intended to survive any purported or actual termination or expiry of the Contract will so survive.

10. Events beyond your or our control

Neither you nor us shall be liable for any failure or delay in performing our respective obligations (excluding any payment obligations) under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war or governmental action, provided that the party affected (a) promptly notifies the other in writing of the nature and extent of the cause, (b) could not have reasonably anticipated or avoided the effect of the cause by taking precautions which it ought reasonably to have taken but did not; and (c) uses all reasonable efforts to mitigate the effects of the delay or failure in the performance of the obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

11. General

(a) Entire agreement

The Contract is the entire agreement between you and us and replaces all previous representations, agreements, statements, and understandings, whether verbal or in writing. You agree that you have not relied on any statement, promise, or assurance not set out in the Contract. In connection therewith, no terms or conditions stated in any order or documentation other than the Details of Service will be incorporated into or form any part of the Contract, and all such terms or conditions will be null and void, notwithstanding any provision therein.

(b) Assignment and subcontracting

You will not, without our prior written consent, assign, transfer, charge, or delegate any rights or obligations under the Contract. Any purported assignment, transfer, charge, or delegation without our prior written consent is void. We may at any time assign, transfer, charge, sub-contract or delegate any of our rights or obligations under the Contract.

(c) Waiver

No right under the Contract will be deemed to be waived except by written notice in writing signed by the party waiving its right, and any such waiver will not prejudice its rights in respect of any subsequent breach of the Contract by the other party. Any failure by a party to enforce any cause of the Contract or right contained in it, or any forbearance, delay or indulgence granted by a party to the other party, will not be construed as a waiver of the first-mentioned party’s rights under the Contract.

(d) Severance

If any term of the Contract is or becomes invalid, illegal, or otherwise unenforceable, the same will not affect the other terms or provisions hereof or the whole of the Contract, but such terms or provisions will be deemed modified to the minimum extent necessary to render such terms or provisions enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. The rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

(e) Interpretation

Any words following the terms “including,” “including but not limited to,” “include in particular,” “for example,” or any similar expression are illustrative and do not limit the sense of the words, description, definition, phrase, or term preceding those terms.

(f) Amendments

The Contract may be amended at anytime and from time to time by us without prior written notice to you or your consent, but in such cases, changes made will apply at the earlier of:

- (i) your continued use of and access to our Services
- (ii) your written or electronic acknowledgement that you agree to the changes;
- (iii) the date that another Details of Service is placed after the date of the change; or
- (iv) the renewal of the Term of the Contract.

(g) Counterparts

The Contract may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by electronic transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument.

(h) Sanctions

The Services provided by us are not intended for use by individuals or entities that are subject to sanctions imposed by any government or international body. Additionally, the Services are not intended to be used in any territories that are subject to such sanctions. By using the Services, you represent and warrant that you are not a sanctioned individual or entity and that you are not accessing the Services from a sanctioned territory.

(i) Third party links

The Platform may contain links to other third-party web sites. We are not responsible for the privacy practices or the content of these other web sites. Authorised Users who access a linked site may be disclosing their private information. Authorised Users will need to check the policies of these other web sites to understand their policies and practices, and it is the responsibility of the Authorised User to keep such information private and confidential.

12. Notices

- (a) Any notice given under or in connection with the Contract must be in

writing and be either delivered by hand or sent by first-class post to the other's registered office (if a legal entity) or principal place of business (in any other case) or by e-mail as follows:

- (i) For e-mail notices to us, to the relevant e-mail address given to you by us from time to time; and
 - (ii) For e-mail notices to you, to the relevant e-mail address given by you to us as part of the initial onboarding process.
- (b) Any notice will be considered to have been received:
- (i) if delivered by hand, at the time the notice is left at the correct address;
 - (ii) if sent by e-mail, at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed;
 - (iii) if sent by first-class post, at 8:30 a.m. on the weekday after posting; and
 - (iv) if sent by a signed-for next-day delivery service, at the time the delivery notice is signed for.
- (c) This clause does not apply to any documents sent or delivered in any legal proceedings, arbitration, or dispute resolution.

13. Third-party rights

No one, other than you and us, has any right to enforce all or part of the Contract.

14. Relationship

The parties are independent contractors. The Contract does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Nothing authorises either you or us to enter into any commitments for or on behalf of the other.

15. Governing law

The Contract and any dispute or claim arising out of or in connection with it are governed by, and interpreted in line with, the laws of England and Wales.

16. Jurisdiction

Any dispute, controversy, proceedings or claim between the Parties relating to the Contract or the Services (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

17. Translation

We do not guarantee the accuracy of non-English language content. Content which is not in English may be machine translated and is available for assistive purposes only.

18. Consumers

These Services are not intended to be used by consumers and you should not purchase the Services if you are a consumer. However, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("CCR"), a Consumer has the right to cancel the Agreement within 14 days of receipt of the Order Confirmation where no platform usage has been recorded on the account. You must notify us of cancellation by email, and a full refund will be issued to you upon notification. We reserve the right to invoice you for any use of the Services and/or Platform prior to your notice. The definition of a Consumer is as defined within Regulation 4 of the CCR.

19. Additional Terms

Audit Services

If we are engaged to undertake an audit and/or certification as part of the Services ("**Audit and Certification**"), the following additional terms shall apply:

- (a) At the Certification Audit, we will assess whether the relevant standards and requirements have been met. Any areas of non-compliance identified during the audit must be rectified. Be Certified's satisfaction within the deadlines prescribed. Be Certified will undertake one (1) further re-audit during the Term in order to assess whether any non-compliance from the initial audit has been rectified. If the non-compliance has still not been rectified then additional fees will apply for any additional re-audits.
- (b) Subject to your processes satisfactorily meeting the requirements, your certificate ("**Certificate**") will be issued via the Platform. The Certificate will be valid for 12 months, following which you will be required to undertake a further audit to demonstrate ongoing compliance with the requirements of the Certificate.
- (c) Once the Certificate has been issued to you, you may make use of the certification marks and logos in accordance with Be Certified's Certification Representation Policy found [here](#). The Certification Representation Policy may be amended by us from time-to-time and any such amendment will be communicated to you in writing.
- (d) You must notify us, without delay, of any matters or change in circumstance which may affect your ability to fulfil the requirements of the Certificate. These matters include but are not limited to: (A) The ownership or legal, commercial, or organisational status of your organisation; (B) Additional sites or offices; or (C) Any other significant changes to your organisation. For the avoidance of doubt, failure to notify us of any matters pursuant to this clause will constitute a material breach of this Contract.
- (e) For the avoidance of doubt, your right to use the Certificate and/or certification marks shall immediately cease upon the expiry or termination of the Contract for any reason. We may also suspend your right to use the Certificate and/or certification marks if any of the events set out in paragraph (d) above occur and whilst we carry out any investigation.
- (f) Be Certified shall have the right to display the Certificate and its current audit status in the public domain for inspection and to refer to this Contract in its marketing materials and activities.

Artificial Intelligence

- (a) Where indicated, artificial intelligence ("**AI**") may be integrated into certain features within the Platform and Services ("**AI Features**"). Some AI Features are integrated by default, whilst others may be available for you to use at your discretion. You acknowledge, accept and consent to us using the default AI

Features (and, where relevant, the discretionary AI Features) as part of the Services.

- (b) The outputs generated by any AI Features ("**Outputs**") are based upon your Materials and any other information, documents or data that you submit to the Platform and/or the AI Features ("**Inputs**").
- (c) You warrant that your use of Inputs will not (i) violate any applicable law; (ii) violate the Contract; or (iii) infringe, violate, or misappropriate any of our rights or the rights of any third party.
- (d) In addition to any disclaimers set out in the Contract, the AI Features are provided "as is", "with all faults" and "as available" and at your sole risk. We disclaim all other conditions, representations and/or warranties whether express, implied, or statutory, including but not limited to implied conditions, warranties and representations in respect of quality, conduct, performance, reliability, availability, accuracy of informational content or results or Outputs, system integration, merchantability, or fitness for a particular purpose, whether arising by usage of trade, by course of dealing, by course of performance, at law, in equity, by statute or otherwise howsoever, to the maximum extent permitted by applicable law.
- (e) We do not in any way give any warranties as to or guarantee the accuracy and/or completeness of any Outputs. The AI Features are intended to be used as a supporting tool and have not been developed to meet your individual requirements. We do not guarantee that the AI Features will function as intended, be error free or uninterrupted. You should not rely on the Outputs and should ensure that a human carefully reviews and verifies any Outputs before proceeding to audit. There are no guarantees that the Outputs Generated by any AI Features will result in a successful audit and/or certification (and we shall have no liability whatsoever in the event that you do not pass any audit and/or gain certification following receipt of the Services and/or your use of the AI Features and/or Outputs. It is your responsibility to ensure the Outputs are suitable, relevant and accurate for your requirements and that the standard you are seeking certification for is fully completed and ready for audit. You acknowledge that the Outputs may not be unique to you and that the AI Features may generate similar Outputs for other customers.
- (f) We will have no liability or responsibility arising in any way resulting from your use of the AI Features and/or Outputs or any errors or omissions in the Outputs.
- (g) We will not use your Documents or Inputs to train or improve the underlying AI Features. Certain AI Features are powered by third-party providers, including Anthropic. By using these our Services and the AI Features, you agree to comply with Anthropic's Acceptable Use Policy, available [here](#).

Document Storage

- (a) As part of the Services, you may have the ability to upload and store documents ("**your Documents**").
- (b) You undertake to only use the document storage services for your normal business purposes and in relation to the Services.
- (c) You acknowledge that the security of your Documents will be compromised if you do not follow any notified security procedures and take appropriate steps to maintain the security of all passwords and usernames issued:
- (d) We do not warrant that your use of the Platform will be uninterrupted or error-free and we are not responsible for any delays, delivery failures, or any other loss or damage resulting from your use of the document storage.
- (e) You confirm that you own or have all necessary rights, titles and interests to your Documents and materials you upload to the Platform. You grant to us a licence to use, copy and host your Documents and materials to allow you to benefit from the Services.
- (f) In the event of any loss or damage to your Documents or materials uploaded, your sole and exclusive remedy against us shall be for us to use reasonable commercial endeavors to restore the lost or damaged materials or documents from the latest back-up maintained by us. You should ensure that your Documents or materials that are uploaded to the Platform are backed up.
- (g) Your Documents will be stored by us for a period of 12 months after the termination or expiry of the Contract. You can request that we delete your Documents earlier by emailing accounts@BeCertified.com. We will action any deletion requests as soon as reasonably practicable but will retain any Documents that may be required in order for us to comply with any legal or regulatory obligations.