

By signing up for or otherwise accessing any of the services provided by SB Business Solutions Ltd, you agree to be bound by all these Terms and Conditions. **IT IS ESSENTIAL THAT YOU READ THESE TERMS PRIOR TO PURCHASING SERVICES WITH SB BUSINESS SOLUTIONS LTD.**

If you have any questions about these terms, please contact us.

## 1. Definitions

1.1 "Agreement" means any agreement to which these terms & conditions are incorporated.

1.2 "We/Us" or "SB Business Solutions Ltd" means SB Business Solutions Ltd with registered office at Unit 6B Cartwright Court, Bradley Business Park, Huddersfield, HD2 1GN. Company number 05531904.

1.3 "Service" means the Service to be provided by SB Business Solutions Ltd.

1.4 "You/your" means the person or company who purchases Services from SB Business Solutions Ltd.

## 2. Establishment of Service

2.1 To create an account and initiate the service, you must supply a Purchase Order or other written instruction which authorizes us to submit monthly invoices for use of the service. There is no minimum contract period, and we will continue to invoice for use of the service until the service is cancelled.

## 3. Cancellation

3.1 You may cancel the service by contacting SB Business Solutions Ltd in writing. You must pay for use of the service up to the point of cancellation. Once we receive your cancellation request, the service will be suspended and you will no longer have access to the documents stored on our web servers, so you must ensure that you download all required documents to your own computer systems prior to cancellation. After a period of 30 days your data and documents stored on our web servers will be permanently deleted.

3.2 SB Business Solutions Ltd reserves the right to cancel and/or suspend Your Service at any time without notice if you breach these General Terms & Conditions and/or our Acceptable Use Policy.

## 4. Payment

4.1 You will be invoiced automatically each month for using the service based on the number of checklist documents you have created during that month. The price per document is published on [www.tickcheck.net](http://www.tickcheck.net).

4.2 In addition to the cost per document, your invoice will include a service charge £45.00 per month to cover the fixed costs of providing the service.

4.3 We reserve the right to charge a one-off fee for the creation of new, or modification of existing checklist document templates. We will confirm in writing the amount of such fee before commencement of work. The fee will be applied to the next monthly invoice.

4.4 All invoices will be sent directly to you via email at the end of each charging period. Payment must be made by electronic bank transfer and must reach our bank account no later than 30 days after date of invoice.

4.5 If you fail to pay all amounts due, we reserve the right to suspend or cancel the Service to you. Such suspension or cancellation does not relieve you from paying all contractually obligated invoices to SB Business Solutions Ltd.

## 5. Appropriate Service use

5.1 SB Business Solutions Ltd reserves the right to refuse Service and/or access to its servers and/or Services to anyone.

5.2 You must not sell, resell, license, sublicense, distribute, rent or lease our Service to any third party.

5.3 you must not use our Service to store or transmit infringing, libellous, offensive or otherwise unlawful material.

5.4 You must not attempt to gain unauthorized access to any Service or Content or its related systems or networks.

5.5 You must not access any Service or Content in order to build a competitive product or service, or reverse engineer any Service.

## 6. Your Data

6.1 All data created or stored by you on our servers are your property. SB Business Solutions Ltd shall allow access to such data by only authorised personnel for the purpose of system management or problem resolution. SB Business Solutions Ltd makes no claim of ownership of any web server content, email content, or any other type of data contained within your allocated server storage space.

6.2 In the event of loss of or damage to your data arising from actions made by you or on your behalf, it may not be possible to recover such data.

6.3 In the event of loss of or damage to your data resulting from a failure in our systems or servers, we will make reasonable commercial efforts to recover your data. However if the data stored on our servers is critical to the operation of your business, you should take additional steps to download and store the data in your own computer systems.

6.4 All documents created using this service will be available on-line for a period of at least three years, subject to your continued payment of the monthly service charge. We reserve the right to archive documents more than three years old to maintain system efficiency. Archived documents will be made available to you on request.

6.5 You shall indemnify SB Business Solutions Ltd against all damages, losses and expenses arising as a result of any action or claim that any content or data created or uploaded by you infringes the copyright or intellectual property rights of a third party.

## 7. Scheduled maintenance

7.1 To ensure optimal performance of our servers, it is necessary for us to perform routine maintenance. Such maintenance often requires taking Services off-line, but this activity will be performed during off-peak hours where practical. We will give you advance notice of such maintenance whenever possible.

## 8. Support

8.1 We will endeavor to provide a continuous high quality service with a target availability of our service of 99.9%. We aim to resolve any problems by the end of the next working day. If you experience problems with Your Service please contact [support@tickcheck.net](mailto:support@tickcheck.net)

## 9. File Uploads

9.1 We limit the size of uploaded files to 1MB per file.

## 10. Passwords

10.1 It is the account owner's responsibility to keep their password confidential, and to change the password regularly. SB Business Solutions Ltd is not responsible for any data losses or security issues due to stolen passwords or any passwords that you have intentionally or accidentally disclosed to any third party.

## 11. Your personal details

11.1 You warrant that the contact information that you provide to us on establishment of your account is correct, and that you accept responsibility for keeping us informed of any changes to your contact details.

11.2 SB Business Solutions Ltd will not provide any of your personal information to other companies or individuals without your permission unless required to do so by law.

## 12. Disclaimers and Warranties

12.1 SB Business Solutions Ltd makes no warranties or representations that any Service will be uninterrupted or error-free. You accept all Services provided "as is" without warranty of any kind.

12.2 The services we offer are intended for business use only, therefore individuals' rights under consumer protection laws may not apply.

## 13. Liability

13.1 SB Business Solutions Ltd will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or failure to make anticipated savings or liability You incur to any third party arising in any way in connection with this Agreement, or expenses arising from such damage or loss.

13.2 SB Business Solutions Ltd maximum aggregate liability to You under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this Agreement) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by You for the Service during the 12 month period prior to such claim.

13.3 SB Business Solutions Ltd shall not be liable for any interruptions to the Services or outages arising directly or indirectly from:-

- Interruptions to the flow of data to or from the internet;
- Changes, updates or repairs to the network or software which it uses as a platform to provide the Services;
- The effects of the failure or interruption of Services provided by third parties;
- Problems with Your equipment and/or third party equipment;
- Force Majeure: Acts of God, fire, flood, riot or civil commotion, strikes or industrial disputes;
- Compliance with any laws or any other governmental order;
- Factors outside the reasonable control of SB Business Solutions Ltd;