

Terms of Service

These are the terms and conditions on which we supply products to you and form the agreement between you and us for the Software and Services that we provide to you. ("Agreement")

In these Terms of Service:

“**Software**” refers to our proprietary software product(s), including any error corrections, updates and other modifications to those products; and

“**Services**” refers to any accompanying services that we supply to you, as may be specified and described in more detail below and in the specific product schedules (**Product Schedule**) below.

Each of our products has its own Product Schedule which details specific additional terms for the Service(s) that you are subscribing to and/or using

GetBusy

Virtual Cabinet & Virtual Cabinet Portal

When we refer to “**you**”, we mean the person identified as being the **Customer**, whether an individual, corporate entity or otherwise.

The headings contained in these Terms are for convenience only and do not affect their interpretation.

All users of our Software and Services must be at least 16 years old. If you are under the age of 16, you are not permitted to use the Software or provide your personal information to us.

If you are an individual, or an entity, you undertake to ensure that all users who you authorise or invite to use the Software and Services will be at least 16 years old.

The entity in the GetBusy group that you are entering into an agreement with (the “**we**” and “**us**” referred to in these Terms of Service) will unless otherwise stated be the GetBusy company responsible for the Software and Services that you are subscribing to and/or using.

This will be:

- GetBusy UK Limited (for our Virtual Cabinet and GetBusy products).
- GetBusy Australia Pty Limited for our Virtual Cabinet products in that region.
- GetBusy New Zealand Pty Limited for our Virtual Cabinet products in that region.

Our Head Office Address is:

Suite 8, The Works, 20 West Street, Unity Campus, Pampisford, Cambridge, CB22 3FT

Any individual reviewing these Terms of Service and entering into the Agreement on behalf of a business (or other) entity, warrants that they are duly authorised to act on behalf of that entity.

1. Undertakings

We give you permission to access and use and, where applicable, allow your employees and authorised contractors (“**Authorised Users**”) to access and use our Software and any content and materials that we supply to you as part of our Services (“**GetBusy Content**”) for your own legitimate purposes. This permission is dependent on your compliance with the use restrictions specified in this clause 1 and, if you are using our Cloud Services, clause 2.

You must comply, and where applicable ensure that your Authorised Users comply, with all applicable laws when using our Software and Services. They should not be used for evil.

You must not do any of the following and, where applicable, you must ensure that your Authorised Users don't do these things:

- i. access all or any part of the Software in order to build a product or service that is substantially similar to and/or competes with our Software and Services;
- ii. copy the Software or GetBusy Content, except as part of the normal use of the Software and GetBusy Content or where it is necessary for back-up or operational security purposes; or
- iii. reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer the Software or create derivative works from all or any part of the Software or incorporate the Software into any other software programmes (or attempt to do any such things), except to the extent that doing any of these things is necessary for your use the Software in accordance with the GetBusy Content or is permitted by any applicable law that cannot be excluded.

You must use all reasonable endeavours to prevent any unauthorised access to, or use of, our Software, Services or GetBusy Content.

You must notify us promptly of any unauthorised access or use that you become aware of.

You agree to cooperate with us and provide such assistance and access to your systems, staff and information as we may reasonably require to provide our Software and Services to you.

2. Provision of Service

We will provide the Services that you have ordered with reasonable skill and care and in accordance with the terms applicable to those Services.

Support Services

We make available free 'self-help' support content to all of our customers through the relevant websites.

Cloud Services

These cloud services terms will apply to you unless you are only using the Virtual Cabinet product with no access to the Virtual Cabinet Portal or Virtual Cabinet Mobile products.

Our cloud services enable you to access and use our Software via the Internet ("**Cloud Services**"). If you use our Cloud Services, you must not and (if applicable) must ensure that your Authorised Users do not:

- i. interfere with another person's use of the Cloud Services;
- ii. access anyone else's information stored on the Cloud Services without proper authorisation;
- iii. use someone else's name and password to access the Cloud Services;
- iv. attempt to probe, scan, test the vulnerability of or breach any security or authentication measures used within the Cloud Services or any associated network or systems;
- v. attempt to access or search the Cloud Services and their content with any engine, software tool, device or mechanism other than the software and/or search agents provided by us or other generally available third-party web browsers (such as Microsoft Internet Explorer, Google Chrome or Mozilla Firefox);
- vi. seek to trace information about, or owned by, any other user of the Cloud Services, including any personal data or financial information;
- vii. use the Cloud Services in a way that could damage, disable, impair or compromise our systems or security or unreasonably burden the Cloud Services and any network

associated with the Services (which may include bandwidth usage that we reasonably consider to be excessive);

- viii. use the Cloud Services in an unlawful manner, for any unlawful purpose or in any manner inconsistent with these terms, or act fraudulently or maliciously;
- ix. store, distribute or transmit through the Cloud Services any disruptive elements (such as viruses, worms, Trojans, spyware or other malware) or any content that is unlawful, harmful, defamatory, infringing, harassing or offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination or any other illegal activities;
- x. export or re-export goods or technical data in violation of law;
- xi. attempt to do any of the foregoing; or
- xii. assist or knowingly permit anyone else to do any of the foregoing.

We may, in our discretion, remove or block access to any content that you or your Authorised Users store, distribute or transmit through the Cloud Services in breach of this clause 2.

We are not responsible for any non-availability or interruption to your access to the Cloud Services caused by any general internet connectivity issues or anything else outside of our reasonable control, such as any errors or unavailability caused by you or your Authorised Users.

Our Cloud Services may also occasionally be unavailable during system maintenance and upgrades.

3. Prices and Payment

Unless you are activating an account as a free user of our Software, the fees payable by you under the Agreement (“**Fees**”) will be in accordance with this clause and the specific Product

Schedule relating to the product you are using. If you fail to pay us on time, we may suspend your access to our Software and Services.

All amounts payable under the Agreement are exclusive of any applicable local taxes (such as value added tax or sales tax) which you must pay in addition where relevant, unless otherwise specified.

We reserve the right to:

- i. change the Fees payable to us by giving you notice of the change in accordance with clause 13 and for all costs incurred (including administrative costs, debt recovery agency and/or solicitor fees, charges and disbursements) in recovering or attempting to recover any overdue moneys due to us from you.

4. Intellectual Property Rights

One or more members of the GetBusy group, of which we form part, owns, or has permission to use all copyright and other intellectual property rights in and relating to the Software, Services and GetBusy Content and you have no right, title or interest in or to them other than the right to use them in accordance with the terms of the Agreement.

We warrant to you that our provision and your use of the Software, Services and GetBusy Content in accordance with the Agreement, in itself, does not and will not infringe the copyright of any third party.

You must not do anything that could damage our reputation or otherwise bring the GetBusy group name and/or products into disrepute.

5. Confidentiality

The Software, GetBusy Content, details of our Services and anything else that we expressly state to be confidential (or which ought reasonably to be considered confidential) is our

confidential information which you must use and disclose only as permitted in these Terms of Service and the associated relevant Product Schedule.

We will treat your confidential information, including the details of your business or other affairs and any content that you upload or otherwise provide to us, as confidential except where you instruct us otherwise or where we are permitted to do something under this clause.

Except to the extent that any use or disclosure is expressly permitted in these Terms of Service or otherwise agreed in writing, each party:

- i. must use the other's confidential information only for the purpose of exercising its rights and performing its obligations under the Agreement,
- ii. must not disclose that confidential information to any other individual, company, business entity or organisation, and
- iii. not cause or knowingly permit unauthorised use or disclosure through any failure to exercise due care and diligence.

Each party agrees that its confidential information may be disclosed by the other party to any employees, officers, representatives or advisers of the other party who need to know the information (provided they are subject to equivalent obligations of confidentiality) and/or to the extent that such disclosure is required by law, by any court of competent jurisdiction or by any regulatory or administrative body.

The confidential information of the other party will cease to be subject to the obligations of confidentiality set out in this clause if, and to the extent that, such information is or becomes publicly known other than through any act or omission of the receiving party, was in the other party's lawful possession before the disclosure, is lawfully disclosed to the receiving party by a third party without restriction on disclosure, or is independently developed by the receiving party and such independent development can be shown with reasonable corroboration of self-interested testimony.

6. Customer Content

You and your licensors own all right, title and interest in and to the documents, images, photographs, graphics, designs, data or other content that you or your Authorised Users upload or transmit through our Services or otherwise provide to us (“**Customer Content**”). You are responsible for ensuring the legality, reliability, accuracy and quality of all such content.

You give us permission to use your Customer Content to the extent necessary for us to perform our obligations under this Agreement.

If you are an organisation or corporate entity (rather than an individual user), you also give us permission to use your name and logo for the purpose of providing you with branding features within our Software and for the purpose of preparing and displaying promotional materials (such as case studies or testimonials) on our website.

You warrant that you own or are licensed to use all intellectual property rights in the Customer Content and that our use of such rights in accordance with the Agreement does not and will not infringe the rights of any third party. If someone brings a claim against us that our use of your Customer Content in accordance with this clause 6 and/or your instructions infringes the intellectual property rights of a third party, you shall indemnify us against any damage, loss or costs that we incur or suffer in connection with any such claim.

7. Partner Software

Partner Software

You acknowledge that the Software and/or Services may incorporate or require the use of software that we (and the wider GetBusy group) don't own (“**Partner Software**”).

We do not provide any warranties or accept any liability in respect of the performance of the Partner Software.

Third party sites, resources and services

Our Software and Services may contain features and functions linking you to or providing you with certain functionality and access to third party sites, resources, products and services.

We do not warrant, endorse or assume responsibility for any such third-party sites, resources, products or services and we will not be a party to or in any way be responsible for monitoring any transaction between you and any such third party.

8. Application Programming Interfaces (APIs)

This clause applies to the use of any GetBusy application program interface (API), in designing, developing, and/or maintaining a computer program ("API Client Software") that can create, read, update, and/or delete user content at the Service. This clause also applies to any interaction by API Client Software with the Service.

As a condition of your right to use API, you must ensure:

- i. that API Client Software is subject to terms of use (or terms of service) and to a privacy policy; and;
- ii. that all users of API Client Software are shown and given the opportunity to review those terms and that policy.

Neither API Client Software or you may copy, store, transmit or otherwise distribute, display, perform, or otherwise make use of, any content or other intellectual property of any user of the Service without that user's permission.

All provisions of these Terms of Service apply to use of API, by you and/or by any API Client Software, in the same manner as those provisions apply to use of the Service (mutatis mutandis, that is, any necessary changes having been made). This includes, by way of example and not of limitation, the provisions concerning content and security; restrictions; warranty disclaimer; and limitation of liability.

As between you and GetBusy, you are 100% responsible for API Client Software and for your business generally; you will defend and indemnify us from any third-party claim arising from any person's use of API Client Software and/or from your business generally. This includes, without limitation, any claim that you or API Client Software failed to comply with applicable law.

From time to time, at our discretion, we may limit the number of transactions that can be sent or received, and/or the rate of sending or receiving, via the relevant GetBusy API.

GetBusy has the right to monitor use of API by any API Client Software. You will:

- i. not attempt to block, disguise, obscure, or otherwise interfere with any such monitoring, nor;
- ii. knowingly design any API Client Software to include the capability to do so, and;
- iii. promptly remove any such capability upon learning of its existence.

If GetBusy uses API Client Software for any form of testing, we will not be bound by any terms of use or terms of service associated with API Client Software, for example in a click-wrap agreement or browse-wrap agreement; all such use by us is at your own risk.

If you wish to use the Service or any Software yourself (apart from designing, developing, and/or maintaining API Client Software), then you must sign up for the appropriate account or service plan.

Without limiting the foregoing, you may not, and you agree to ensure that any API Client Software you cause to be produced will not, do any of the following:

- i. imitate the "look and feel" of the Service
- ii. circumvent or disable any restriction on use of or access to the Service
- iii. create the potential for confusion about whether the API Client Software originated with or is sponsored or endorsed by GetBusy

If either you or any API Client Software fails to comply with the terms and conditions of this clause, then GetBusy may in its discretion block access to the Service by the API Client Software; in addition, by written notice to you, GetBusy may in its discretion do one or more of the following:

- i. require you to stop distributing that version of the API Client Software; and/or
- ii. require you to distribute a patch, new release, or other update to the API Client Software to cure the noncompliance; and/or
- iii. revoke your right to use the GetBusy API. GetBusy's taking one or more actions in accordance with the previous sentence will not waive or otherwise limit GetBusy's other rights or remedies against you for the noncompliance.

9. Data Protection

In this clause, unless the context otherwise requires, the following expressions have the following meanings:

“Controller”, “Data Subject”, “Personal Data”, “Processor” and “Process” or “Processing” have the meaning set out in the Data Protection Legislation in the context of the Agreement;

“Customer Personal Data” means the Personal Data that we Process on your behalf pursuant to this Agreement; and

“Data Protection Legislation” means the Data Protection Act 2018 and Regulation (EU) 2016/679 (General Data Protection Regulation), and any other relevant laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time).

It is agreed that you are a Controller and that we are a Processor acting on your behalf in respect of the Customer Personal Data.

Both parties shall comply at all times with the Data Protection Legislation and the affected party shall notify the other party promptly in the event of any breach of its obligations under the Data Protection Legislation which would affect or impact Customer Personal Data. The affected party shall indemnify the other party against all costs, expenses, liabilities, losses, damages and judgments that the other party incurs as a result of any failure by the affected party to comply with the Data Protection Legislation.

You undertake to provide all necessary notices to and obtain all necessary consents from Data Subjects to enable the use of the Customer Personal Data in accordance with the Data Protection Legislation.

To the extent that we are Processing the Customer Personal Data, we shall:

- i. Process the Customer Personal Data only in accordance with your written instructions as set out in the Agreement or as otherwise agreed in writing between the parties. For the avoidance of doubt, this shall not apply to the extent that we are required by law to Process the Customer Personal Data other than in accordance with your instructions.
- ii. implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to protect the Customer Personal Data against a breach of security caused by unauthorised or unlawful processing and against accidental or unlawful destruction, loss, damage, alteration or unauthorised disclosure of or access to the Customer Personal Data;
- iii. ensure that any employees or other persons that we authorise to Process the Customer Personal Data are subject to appropriate obligations of confidentiality;
- iv. not engage any third party to carry out our Processing obligations under these Supplemental Terms without obtaining your prior written consent and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data processing obligations equivalent to

those set out in this clause, save that you consent to our use of the categories of sub-processor set out below;

- v. notify you, as soon as reasonably practicable, about any request or complaint received from a Data Subject of the Customer Personal Data (without responding to that request, unless you authorise us to do so);
- vi. assist you by technical and organisational measures, insofar as possible, for the fulfilment of your obligations in respect of any requests and complaints received from a Data Subject of the Customer Personal Data;
- vii. notify you without undue delay after becoming aware of a Personal Data breach in respect of the Customer Personal Data;
- viii. on your request, use all reasonable endeavours to assist you in ensuring compliance with your obligations under the Data Protection Legislation in respect of the Customer Personal Data, taking into account the nature of the Processing and the information available to us;
- ix. on your request, make available the information necessary to demonstrate our compliance with this clause 2 and on reasonable advance notice in writing otherwise permit, and contribute to, audits that you (or your authorised representative) carry out with respect to the Customer Personal Data, provided that you shall (or shall ensure your authorised representatives shall):
 - a. comply strictly with the obligations of confidentiality set out in our Agreement;
 - b. use reasonable endeavours to ensure that the conduct of any such audit does not unreasonably disrupt our normal business operations; and
 - c. whilst carrying out any such audit, comply with any relevant IT and security terms and policies that we supply to you;

- on termination or expiry of the Agreement, destroy or return (as you direct) the Customer Personal Data and delete all existing copies of such data except to the extent that we are required to keep or store such data by law.

You acknowledge and consent to us transferring the Customer Personal Data outside the geographic area of origin for the purpose of the services that we provide to you under the Agreement, provided that any such transfer meets the relevant requirements under the Data Protection Legislation. Further information can be found in our [Privacy Policy](#).

We may require you to reimburse any reasonable costs that we incur in the performance of our obligations under this clause where we consider, in our reasonable discretion, that your requests go beyond what is reasonably necessary for your compliance (as a Controller) with the Data Protection Legislation in respect of the Processing that we carry out on your behalf.

For the purposes of this clause, details of the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subject relating to the Agreement is set out in the [Privacy Policy](#).

There are other Terms that may apply to you...

These Terms of Service refer to the following additional terms, which also apply to your use of our site:

Our [Privacy Policy](#) Which explains in further details on how we collect, store and process your personal Data and how you can exercise your data rights.

Our [Cookie Policy](#), which sets out information about the cookies used on our site.

10. Limitation of Liability

Our total liability to you arising under or in connection with the Agreement (whether in tort, contract or otherwise) shall be limited, in the aggregate, to the Fees paid or payable to us in the subscription period of the Agreement during which the event giving rise to the claim

occurred (or, where the Agreement has already ended, in the final subscription period), up to a maximum amount of 3 months' Fees.

We do not accept any responsibility or liability (whether in tort, contract or otherwise) for indirect, special or consequential loss or for any loss of profits, loss of business, depletion of goodwill, loss or corruption of data or information or pure economic loss.

Except as expressly specified otherwise in these Terms of Service or your Order, our Software, GetBusy Content and Services are provided on an "as is" and "as available" basis.

WE EXPRESSLY DISCLAIM, to the fullest extent permitted by law, all warranties, representations, conditions and all other terms implied by statute or common law including any implied warranties of merchantability, quality, title, fitness for a particular purpose and non-infringement.

The Software and Services are provided on an "as is" and "as available" basis. We make no warranty that the Software and Services will meet your requirements or be available on an uninterrupted, secure or error free basis.

You accept sole responsibility for all of your communications, interactions and transactions with other persons through the Software and Services.

Nothing in this clause will exclude or limit our liability to you in respect of death or personal injury caused by our negligence, fraud, fraud misrepresentation or anything else which cannot by law be limited.

11. Commencement, Duration and Termination

Commencement and Duration

The Agreement will commence in accordance with the Commencement clause in the relevant **Product Schedule**.

Termination Without Cause

Except for a free subscription, which may be terminated by either party without notice at any time, either party may terminate the Agreement as specified in the relevant Product Schedule.

Termination With Cause

Either party may terminate the Agreement immediately or within a specified notice period, without affecting any of its other rights or remedies, by giving written notice to the other party if:

- i. the other party materially breaches the terms of the Agreement (which may include a series of minor breaches) and fails to remedy that breach within 28 days after being notified in writing about the breach by the first party; or
- ii. the other party becomes bankrupt/insolvent; is unable to pay its debts; ceases or threatens to cease business; is subject to an order or a resolution for its liquidation, administration, winding up or dissolution (except as part of a solvent amalgamation or reconstruction); has an administrative (or other) receiver, manager or similar officer appointed over all or a substantial part of its assets; enters into or proposes an arrangement with its creditors; or is subject to any analogous event or proceeding.

12. On Termination

On expiry or termination of the Agreement, all permissions granted under the Agreement shall immediately terminate and you shall promptly pay to us any Fees due and payable. Any provisions of the Agreement that are expressly or by implication intended to survive after expiry/termination (such as the confidentiality and limitation of liability provisions) will continue in full force and effect.

13. Notices

Any notice that either party gives to the other under the Agreement must be sent in accordance with this clause or as otherwise specified in the Product Schedules. [Link to Schedules].

Notices that you send to us are as specified in the relevant Product Schedule [Link to Schedules]. We will send notices to you either by email (to the email address that you specify) or through the Services.

Note that if you receive a delivery failure notification in response to a notice that you send to us by email, that notice will not have been validly sent to us. The same applies if we send an email to you and receive a delivery failure notification. Other than this, notices will be deemed to have been received at the time of transmission.

14. Variation

We may amend any of the Agreement from time to time. If we make a material change to this Agreement, we will provide you with reasonable notice prior to the change taking effect, either by emailing the email address associated with your account or by messaging you through the Software or Services. You can review the most current version of the Terms of Service at any time by visiting this page. The materially revised Agreement will become effective on the date set forth in our notice or as otherwise stated on your Invoice, and all other changes will become effective upon posting of the change. If you (or any Authorised User) accesses or uses the Software or Services after the effective date, that use will constitute your acceptance of any revised Agreement.

15. Audit Rights

Provided that we give you reasonable advance notice, you agree to give us access during normal business hours to your premises, staff and systems to enable us to verify that you and your Authorised Users are accessing and using the Software in accordance with the Agreement.

If we carry out an audit under this clause, we'll use reasonable endeavours not to cause any disruption to you and your business and we will comply strictly with the confidentiality provisions set out in these Terms of Service.

16. Anti-Bribery

Each party must have in place, and ensure compliance with, appropriate policies and procedures to avoid the risk of bribery and fraud within its business and in connection with its dealings with third parties.

Each party warrants that it has not (and that its employees and contractors have not) offered, given or agreed to give, and promises that it (and its employees and contractors) will not offer, give or agree to give, to any person any non-trivial gift or consideration as an inducement or reward for doing or not doing anything in relation to obtaining the Agreement or performing any obligations under it.

17. Consumer Rights

If you're using our Software and Services for your personal use and not for the purpose of business or trade, you're probably a consumer. The law gives consumers extra rights that don't apply to people doing things in the course of a business, trade or profession.

Before you use the Software or Service, you can find out more about us and our Software and Services on our website. Even if you've already submitted an order, you can still cancel it within 14 days of submission. You can tell us that you want to cancel by sending us an email to the notice address in the Product Schedule, or by completing and submitting the consumer model cancellation form available on our website and we will then refund any Fees that you paid to us when you subscribed.

18. General legal terms

The Agreement amounts to the entire agreement and understanding between you and us with respect to the Software and Services (and related subject matter) and replaces all prior agreements, permissions, negotiations and discussions between the two of us.

Except where these Terms of Service say otherwise, any changes to the Agreement will only be effective if they are in writing and signed by both parties.

We will not be liable for any delay in or for failure to perform our obligations under the Agreement if that delay or failure is caused by circumstances beyond our control including, for example, any failure of public or private telecommunications networks. The same will apply to you except in respect of your payment obligations.

The failure or delay of either party to exercise or enforce any right under the Agreement shall not operate as a waiver of that right or prevent its exercise or enforcement thereafter.

You may only sublicense, assign or transfer your rights or obligations under the Agreement with our prior written consent.

No individual or entity that is not a party to the Agreement will have any rights under the Contracts (Rights of Third Parties) Act 1999.

If any court or competent authority decides that any provision of the Agreement is unlawful or unenforceable, the remaining provisions of the Agreement will not be affected and will remain in full force and effect.

The Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.

Any such dispute or claim is to be finally decided by binding arbitration administered:

(i) if you are located in the United States or its territories, by the American Arbitration Association

in accordance with its then-current Commercial Arbitration Rules, which at this writing may be accessed at <https://www.adr.org/Arbitration> or

(ii) if you are located elsewhere, by the International Centre for Dispute Resolution under its then-current international dispute resolution procedures, which at this writing may be accessed at: https://www.icdr.org/sites/default/files/document_repository/ICDR_Rules.pdf.

In any case, class or collection action arbitrations are not agreed to. Any resulting arbitration award may be enforced in any court having jurisdiction.

The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any such dispute or claim that is not required to be decided by arbitration.