

## **Introduction and definitions**

- These terms and conditions shall govern the agreement between Globe2 Limited and the User.
- Globe2's office is at 26 Victoria Avenue, Market Harborough, LE16 7BQ. Further contact details: email on [support@globe2.net](mailto:support@globe2.net).
- These Conditions take precedence if inconsistent with the other published material.
- "Internet" means the global data network comprising interconnected networks to which Globe2 Limited is connected and provides access to the Services;
- "Personal Data" means Data about any identified or identifiable living person;
- "Service" means the provision of OneTimePass as a means of securely sharing information for Users;
- "Supplier" means Globe2 Limited;
- "User" means users of the Services;
- "Conditions" and "Agreement" means this document

## **Changes to these Conditions:**

- We may from time to time amend the Terms, Charges or Services. Whenever we make such changes, we will update the Website to reflect this.
- Any use of the Services will be subject to then current Conditions as displayed on the website.

## **Security:**

- The Supplier must:
  1. take reasonable steps in respect of matters in its control to minimize any risk of security breaches in connection with the Services;
  2. comply with all appropriate security checks.

## **Services:**

- The Supplier will supply the Services with reasonable skill and care.
- The Supplier may suspend the Services for repair, maintenance or improvement without notice.
- The Supplier may terminate the Services without notice.
- The Supplier does not guarantee:
  1. that the Services will be uninterrupted, secure or error-free; or
  2. that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.

## **Personal Data:**

- The Supplier will only process Personal Data in compliance with its [privacy policy](#) and the Principles of the Data Protection Act.
- The Customer consents to such processing.

- The Supplier may access, copy, preserve, disclose, remove, suspend or delete any Data if required to do so by applicable law or competent authority.

**Acceptable use:**

It is prohibited to use the Services:

- for the transmission of information which may be used in any way to further illegal acts of any kind including, but not limited to terrorism.

**Limitation of liability:**

- Nothing in these Conditions in any way excludes or restricts the Supplier's liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted.
- The Supplier's liability in contract, tort (including negligence) or otherwise in connection with this Contract for any one event or a series of events is limited to 125% of the payment received from the User for the Services in the 12 months before the event(s) complained of.
- In no event (including negligence), and even if advised of the possibility of such losses, will the Supplier be liable for any:
  1. economic loss (including, without limitation, loss of revenue, profit, contract, business or anticipated savings);
  2. loss of goodwill or reputation;
  3. special, indirect or consequential loss; or
  4. damage to or loss of Data.
- The Supplier has no liability for goods and services provided by third parties.
- To the extent allowed by law, the Supplier excludes all conditions, terms, representations and warranties, whether imposed by statute or by law or otherwise, that are not expressly stated in these Conditions including, without limit, the implied warranties of satisfactory quality and fitness for a particular purpose.

**Duration and termination:**

- The Supplier may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately without prior notice:
  - if the User breaches the acceptable use policy;
  - if the Supplier is required to do so by a competent or regulatory authority.
- On termination of this agreement or suspension of Services for any reason:
  1. the Supplier will immediately stop supplying, and will terminate access to, the relevant Services;
  2. all licenses granted by the Supplier to the User will terminate;

**Confidentiality:**

- Both parties agree not to use for any purpose apart from this agreement or disclose any Confidential Data received from the other party. "Confidential Data" means Data identified as, or which clearly is, confidential. This clause does not apply to Data which:
  1. enters the public domain other than through breach of this clause;
  2. is or becomes independently known to the receiving party free from any confidentiality restriction;
  3. is required to be disclosed by applicable law or competent authority;
  4. is reasonably disclosed to employees, suppliers or others for the proper performance of these Conditions;
  5. is reasonably disclosed to professional advisers; or
  6. the parties are otherwise permitted to disclose in accordance with these Conditions.

**Notices:**

- The Customer shall send any notices under these Conditions to the correspondence address or email address of the Supplier.
- Notices may be sent by hand, recorded delivery or email and shall be deemed to be received:
  1. by hand – when delivered provided handed to a senior employee;
  2. recorded delivery – five days after posting;
  3. email – on the day sent unless the contrary is proved.

**General:**

- These Conditions and Appendices represent the entire agreement of the parties relating to its subject matter. It supersedes all prior agreements and representations. Neither party are bound by, nor should they rely on, any oral representations or representations by any agent or employee of any third party used to apply for the Services.
- If any part of this Agreement is deemed void for any reason, the offending words shall be deemed deleted and the remainder shall continue in full force.
- The Supplier shall not be liable for failure to perform or delay in performing any obligation under this Contract if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to failure of any communications, telecommunications or computer system.
- No firm, person or company which is not a party to these Conditions shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any provision of these Conditions.
- The failure to exercise or delay in exercising a right or remedy under these Conditions shall not constitute a waiver of the right or remedy.
- Nothing in these Conditions shall be construed as creating a partnership or joint venture of any kind between the parties.

**Choice of law:**

- This agreement is governed by English law and is subject to the exclusive jurisdiction of the courts of England & Wales.