

SB Pro Membership Terms and Conditions



First Name :

Last Name :

Address :





Welcome to the SmallBusiness.co.uk (we/us/our/the Company, SB) website (Site).

These Subscription terms and conditions together with the Site and any other documents, policies and terms referred to herein (the Terms) set out the terms by which you must use the Platform and the terms you agree to when subscribing and/or using our Subscription and Platform. Any reference to "you" in these Terms shall include yourself and any person that accesses or uses the Site, or the services we make available via the Site on your behalf, whether as a guest or a registered user.

Please read these Terms carefully before using the Site, as they contain important information about your rights and obligations. **By using our Site, you confirm that you have read these Terms, accept them and agree to comply with them.** Your agreement to comply with and be bound by these Terms is deemed to occur upon your first use of our Site.

Parties

1. STUBBEN EDGE (RISK) LIMITED t/a SMALLBUSINESS.CO.UK, company incorporated in England and Wales with company number 09073942, and authorized and regulated with the Financial Conduct Authority ("FCA") reference number 943286, and having its registered offices at Fourth Floor 75-77 Cornhill, London, United Kingdom, EC3V 3QQ
2. The person or business whose details are set out in the Subscription Form or alternatively captured during the digital onboarding journey, or further alternatively, the person or business using the Site or Platform, ("User")

Background

- a. SB, is in the business of, inter alia, providing business solutions to small business and sole proprietary companies.
- b. By using the Platform and making available the Subscription, SB is able to provide companies ("Users") with a platform to assist with the day-to day operation of a respective company and further ancillary business solutions.

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Terms.

- **Business Day:** any day which is not a Saturday, Sunday, or Public Holiday in the United Kingdom.
- **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information hereunder.



- **User Data:** the data inputted by the User or SB on the User's behalf for the purpose of using the Services or facilitating the User's use of the Services.
- **Documentation:** any documents made available by SB online via the Platform relating to the Services.
- **Effective Date:** the date that a User signs up for a Subscription, by signing up via the SB Site.
- **Intellectual Property:** patents, logos, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **Platform:** A Site or other online platform that allows Users to subscribe for a Subscription, for where applicable, a subscription price.
- **Services:** the Subscription services and functionality provided by SB to a User under these Terms, as more particularly described on the Site.
- **SMS:** also commonly referred to as a "text message", refers to the ability of most cell phones to send and receive messages of up to 160 characters.
- **Software:** the online software applications and platforms provided by SB as part of the Services.
- **Subscription Form:** the form or online application to be completed by you before entering into any Subscription.
- **Subscription Term:** commencing on the Effective Date and terminating on the date that a User unsubscribes.
- **Subscription:** means the particulars displayed on the Platform relating to the Services.
- **Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Paragraph headings shall not affect the interpretation of these Terms.

1.3 These terms and conditions are to be read in conjunction with any other Terms of Business agreement entered into between SB and yourself and our Privacy Policy.

1.4 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and (where relevant) that person's legal and personal representatives, successors or permitted assigns.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. Words in the singular shall include the plural and vice versa. A reference to one gender shall include a reference to the other genders. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made



under it. A reference to writing or written includes faxes but not e-mail. References to clauses are to the clauses of these Terms.

2. Licence

- 2.1** Subject to the restrictions set out in this clause 2 and the other terms and conditions of these Terms, SB hereby grants to the User a non-exclusive, non-transferable right to use the Services and the Documentation during the Subscription Term solely for the User's business operations.
- 2.2** Subject to the restrictions set out in this clause 2 and the other terms and conditions of these Terms, SB hereby grants to the User a non-exclusive, non-transferable right to use the Services and the Documentation during the Subscription Term solely for the User's business operations.
- 2.3 The User shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:**
- a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - b. facilitates illegal activity;
 - c. depicts sexually explicit images;
 - d. promotes unlawful violence;
 - e. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - f. causes damage or injury to any person or property; and SB reserves the right, without liability to the User, to disable the User's access to any material that breaches the provisions of this clause.
- 2.4 The User shall not:**
- a. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - i. and except to the extent expressly permitted under these Terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - ii. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - b. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 - c. use the Services and/or Documentation to provide services to third parties except its own Clientele; or
 - d. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise make the Services and/or Documentation available to any third party, or
 - e. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.
- 2.5 The User shall:**
- a. follow all reasonable instructions of SB from time to time;
 - b. comply with the Documentation;
 - c. use reasonable endeavours to ensure that all User Data is at all times up to date and accurate;
 - d. not engage in any conduct which in the reasonable opinion of SB is prejudicial to the business and/or goodwill of SB; and

- e. use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify SB.

2.6 The rights provided under this clause 2 are granted to the User only, and shall not be considered granted to any subsidiary or holding company of the User.

3. Services

3.1 SB shall, during the Subscription Term, use reasonable endeavours to provide the Services on and subject to the terms of these Terms provided always that SB may change, suspend, or discontinue all or part of the Services at any time, with or without reason where required. The User acknowledges that the operation of the Service may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and SB shall not be responsible to the User or any other party for any such interruptions, errors or problems or an outright discontinuance of the Service. SB has no obligation to continue producing or releasing new versions of the Service.

3.2 Subject always to Clause 3.1, SB shall use reasonable endeavours to keep the Services operational and available 24 hours a day, seven days a week, except for:

- a. planned maintenance of which SB shall use reasonable endeavours to provide prior notice; and
- b. unavailability of the Services caused by circumstances beyond SB's control included but not limited to, acts of God, act of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems or internet service provider failures or delays.

3.3 Where SMS messaging is included as part of the Services, a fair use policy applies, whereas SB reserves the right to cap the SMS traffic generated by the User if it generates costs that make the Service not commercially profitable for SB.

4. User data

4.1 SB processes User Data when performing its obligations under these Terms. SB shall, in providing the Services, comply with its Privacy Policy (as amended from time to time by SB in its sole discretion) relating to the privacy and security of the User Data (which includes the terms on which SB can use User Data for marketing purposes).

4.2 The Parties shall fulfil all of their obligations under the General Data Protection Regulation (GDPR). The User warrants that it is fully compliant with the GDPR and shall remain compliant throughout the Subscription Term.

4.3 The User acknowledges and agrees that the personal data may be transferred or stored outside of the country where the User is located in order to carry out the Services and SB's other obligations under these Terms.

4.4 The User shall ensure that the User is entitled to transfer the relevant personal data to SB so that SB may lawfully use, process and transfer the personal data in accordance with these Terms on the User's behalf.

4.5 The User shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.

4.6 SB shall process the personal data only in accordance with the terms of these Terms and any lawful instructions reasonably given by the User from time to time.

4.7 Each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.



5. Third party providers

Any contract entered into and any transaction completed via any third-party Site is between (1) the User; and (2) the relevant third party, and not SB. SB recommends that the User refer to the third party's Site terms and conditions and privacy policy prior to using the relevant third-party Site or service. SB does not endorse or approve any third-party Site nor the content of any of the third-party Site made available via the Services.

6. Disclaimer

6.1 SB:

- a. does not warrant that the User's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the User through the Services will meet the User's requirements; and
- b. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the User acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.2 These Terms shall not prevent SB from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Terms.

7. User's obligations

The User shall:

- a. comply with all applicable laws and regulations with respect to its activities under these Terms;
- b. ensure that the User and its staff use the Services and the Documentation in accordance with the terms and conditions of these Terms and shall be responsible for any user's breach of these Terms;
- c. obtain and shall maintain all necessary licences, consents, and permissions necessary for SB, its contractors and agents to perform their obligations under these Terms, including without limitation to the Services;
- d. ensure that its network and systems comply with the relevant specifications provided by SB from time to time; and
- e. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to SB's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the User's network connections or telecommunications links or caused by the internet.

8. Additional services

8.1 Should the user wish to have additional functionality, this can be purchased on the Platform.

9. Proprietary rights

9.1 The User acknowledges and agrees that SB and/or its licensors own all Intellectual Property rights in the Services, and the Documentation. Except as expressly stated herein, these Terms do not grant the User any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.



9.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of these Terms.

10. Confidentiality

- 10.1** Each party may be given access to Confidential Information from the other party in order to perform its obligations under these Terms. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) is or becomes publicly known other than through any act or omission of the receiving party; (c) was in the other party's lawful possession before the disclosure; (d) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (e) is independently developed by the receiving party, which independent development can be shown by written evidence; or (f) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 10.2** Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of these Terms. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these Terms.
- 10.3** Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 10.4** The User acknowledges that details of the Services, and the results of any performance tests of the Services, constitute SB's Confidential Information. SB acknowledges that the User Data is the Confidential Information of the User.
- 10.5** Neither party shall utilize the other party's Confidential Information for purposes of achieving a commercial gain in circumvention of the other party, whether directly or indirectly.
- 10.6** This clause 10 shall survive termination of these Terms, however arising.

11. Indemnity

- 11.1** The User shall defend, indemnify and hold harmless SB against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with
- the User's use of the Services and/or Documentation, and/or
 - the User's breach of these Terms; and/or (c) any claim made against SB resulting from the acts or omissions of the User including but without limitation as a result of the User providing incorrect or out of date information or failing to provide any information at all for the Service.
- 11.2** SB shall, subject to clause 11.5, defend the User, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the User for any amounts awarded against the User in judgment or settlement of such claims, provided that:
- SB is given prompt notice of any such claim;
 - the User provides reasonable co-operation to SB in the defence and settlement of such claim, at SB's expense; and
 - SB is given sole authority to defend or settle the claim.
- 11.3** In the defence or settlement of any claim, SB may procure the right for the User to continue using the

Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate these Terms on 2 Business Days' notice to the User without any additional liability or obligation to pay liquidated damages or other additional costs to the User.

- 11.4** In no event shall SB, its employees, agents and sub-contractors be liable to the User to the extent that the alleged infringement is based on:
- a modification of the Services or Documentation by anyone other than SB; or
 - the User's use of the Services or Documentation in a manner contrary to the instructions given to the User by SB; or
 - the User's use of the Services or Documentation after notice of the alleged or actual infringement from SB or any appropriate authority.
- 11.5** The foregoing states the User's sole and exclusive rights and remedies, and SB's (including SB's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. Limitation of liability

- 12.1** Subject to the provisions of clause 11.5 this clause 12 sets out the entire financial liability of SB (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the User in respect of:
- any breach of these Terms;
 - any use made by the User of the Services and Documentation or any part of them; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.
- 12.2** Except as expressly and specifically provided in these Terms:
- the User assumes sole responsibility for results obtained from the use of the Services and the Documentation by the User, and for conclusions drawn from such use. SB shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to SB by the User in connection with the Services, or any actions taken by SB at the User's direction;
 - all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms; and
 - the Services and the Documentation are provided to the User on an "as is" basis.
- 12.3** Nothing in these Terms excludes the liability of SB:
- for death or personal injury caused by SB's negligence; or
 - for fraud or fraudulent misrepresentation.
- 12.4** Subject to clause 12.2 and clause 12.3:
- SB shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms; and
 - SB's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to £5000.00



13. Term and termination

- 13.1** These Terms shall automatically terminate in the event that the Subscription is terminated by either party.
- 13.2** On termination of these Terms for any reason:
- all licences granted under these Terms shall terminate at the end of the paid subscription period;
 - each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - the User will be allowed to extract their user and transactional data for a period of one month, after this period SE may destroy or otherwise dispose of any of the User data in its possession; and
 - the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
 - the User shall not be entitled to a pro-rata refund in the event that the Subscription is voluntarily terminated by the User

14. General

- 14.1** SB shall have no liability to the User under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of SB or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the User is notified of such an event and its expected duration.
- 14.2** A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 14.3** Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.
- 14.4** If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 14.5** These Terms, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into these Terms it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these Terms or not) relating to the subject matter of these Terms, other than as expressly set out in these Terms.
- 14.6** The User shall not, without the prior written consent of SB, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms. SB may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.
- 14.7** Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or



authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 14.8** These Terms do not confer any rights on any person or party (other than the parties to these Terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.9** Any notice required to be given under these Terms shall be in writing and shall be sent by e-mail to the other party at its address set out in the Subscription Form (in the case of the User) and the e-mail address on the Site for SB. A notice delivered by e-mail shall be deemed to have been received at the time of transmission.
- 14.10** These Terms and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).
- 14.11** We reserve the right to vary these Terms at any time, by giving no less than 30 days' written notice to you.

