



WEBSITE TERMS & CONDITONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

What's in these terms?

These terms tell you the rules for using our website situated on the smartgs.com domain (**our site**),and include our website **Acceptable Use Policy** set out below.

Who we are and how to contact us

Our site is operated by SMART Global Solutions Limited (**SMART, or We**). SMART is registered in England and Wales under company number 06636185 and have our registered office at 2 Chartfield House, Castle Street, Taunton, Somerset, TA1 4AS, United Kingdom. Our main trading address is Stubbings House, Stubbings Lane, Maidenhead, SL6 6QL, United Kingdom.

We are a limited company providing risk and quality management software solutions across different industries.

To contact us, please email office@smartgs.com

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

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

- If your organisation purchases software services from our site, your organisation will enter into a [Software Agreement](#) with SMART that will govern your organisation's use of those services. You will need to comply with the terms of this Software Agreement as an authorised user on behalf of your organisation.
- Our [Privacy Policy](#) can be viewed and downloaded from our site. See further under **How we may use your personal 0**.
- Our **Acceptable Use Policy** set out below, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this **Acceptable Use Policy**.



We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities.

We may suspend or withdraw our site

Our site is made available free of charge (where particular software services can be purchased pursuant to a separate Software Agreement as outlined above).

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will ensure that the transfer will not affect your rights under the contract.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. If your organisation provides you with a user identification code or password as an authorised user under a Software Agreement as outlined above, we have the right to require your organisation to disable your user identification code or password if you fail to comply with the authorised use requirements of the Software Agreement.



If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@smartgs.com.

Our trade marks

"SMART," "SMART Insight" and "Compliance without Complexity" are trade marks of SMART Global Solutions Ltd. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under **How you may use material on our site**.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.



We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

We are not responsible for user-generated content

We do not monitor or control content uploaded to our site. We do not accept any liability to damages caused by content uploaded by you and those authorised by you.

Our responsibility for loss or damage suffered by you

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of software services to your organisation, which will be set out in our [Software Agreement](#) as outlined above.
- You agree only to use our site for any commercial or business purposes where your organisation has entered into a Software Agreement with SMART, and we have no liability to you or your organisation for any loss of profit, loss of business, business interruption, or loss of business opportunity except as set out in the Software Agreement.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow download or installation instructions or to have in place any minimum system requirements advised by us.

How we may use your personal information

We will only use your personal information as set out in our [Privacy Policy](#) which can be viewed and downloaded from our site.



Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you or your organisation without formal agreement by us.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our **Acceptable Use Policy** below.

If you wish to link to or make any use of content on our site other than that set out above, please contact office@smartgs.com.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use and the Acceptable Use Policy below, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

If your organisation enters into a [Software Agreement](#) with SMART, the [Software Agreement](#), its subject matter and formation (and any non-contractual disputes or claims) will be governed by English law, and your organisation and SMART will be subject to the exclusive jurisdiction of the courts of England and Wales.



ACCEPTABLE USE POLICY

What's in this policy?

This **Acceptable Use Policy** forms part of our **Website Terms & Conditions** above, and sets out the content standards that apply when you upload content to our site, make contact with other users on our site, link to our site, or interact with our site in any other way.

By using our site you accept these terms

By using our site, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

Our **Website Terms & Conditions** above also apply to your use of our site. If your organisation enters into a [Software Agreement](#) with us, the terms and conditions of the [Software Agreement](#) will also apply to your and your organisation's use of our site.

We may make changes to the terms of this policy

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

Prohibited uses

You agree you will only use our site for lawful purposes, and not:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.



You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our **Website Terms & Conditions** above.
- Not to access without authority, interfere with, damage or disrupt:
 - I. any part of our site;
 - II. any equipment or network on which our site is stored;
 - III. any software used in the provision of our site; or
 - IV. any equipment or network or software owned or used by any third party.
- Not to use our site in a way that excessively impacts the performance of our site for other users or otherwise compromises our site.

In the event of any prohibited use, we reserves the right to immediately terminate or limit access to our site without liability to you. You will be solely responsible for any damages arising from prohibited use.

Excessive storage

We provide a limited amount of storage capacity for each user. If a user exceeds the allocated storage limit, we reserve the right to charge you an excessive storage fee. The fee will be calculated based on the amount of additional storage used and the frequency of usage. You will be notified in advance of any excessive storage fees and given the opportunity to reduce your storage usage. If you fail to pay the excessive storage fee or reduce your storage usage, we reserve the right to suspend or terminate your access to our site.