

Platform User Terms

1. Agreement

Your organisation has entered an agreement with Beacon Technologies Ltd (“we” or “us”) to allow its staff to access the Platform. These terms are a direct agreement between you and us which govern your use of the Platform on behalf of your organisation. By accessing and using the Beacon Platform, you agree to be bound by these terms (“User Terms”). You are responsible for any activity taking place on your account and must comply with the obligations set out in these User Terms to ensure that the account remains secure.

2. Account management

Your organisation is responsible for administering your account and may add and remove your access, enable or disable any third party integrations and will be able to monitor any activity on your account at any time.

3. Licence

Beacon Technologies Ltd (“we” or “us”) grants to you a non-exclusive, non-transferable licence to use the Platform in accordance with these terms. You acknowledge that all intellectual property rights in the Platform anywhere in the world belong to us, that rights in the Platform are licensed (not sold) to you, and that you have no rights in, or to, the Platform other than the right to use them in accordance with these terms.

4. Data protection

Any personal data that we collect in order to create your account will be processed in accordance with our [privacy notice](#) and all applicable data protection legislation.

5. Changes to these terms

We may update this policy from time to time as the Platform changes, so please check back frequently for updates. Your continued use of the Platform will constitute acceptance with any such changes. Any capitalised terms have the meaning given to them in the relevant terms of service.

6. Acceptable use

Below is a list of acceptable and unacceptable conduct while using the Platform which you must follow. If we believe that your conduct violates these User Terms or poses a threat to the security or viability of the Platform, we may suspend or terminate your access to the Platform, and that of any other users in your organisation.

You must:

- (a) Create strong passwords (at least 8 characters) and ensure you keep them confidential;
- (b) Ensure any data that you upload via the Platform is accurate, owned by you or your organisation, and kept up to date;
- (c) Make us aware if you suspect any unauthorised activity or a security breach involving your account (including where your login details have, or may have, been disclosed to a third party);

You must not:

- (a) Make unauthorised copies of the Platform;
- (b) Share login details with any third parties that are not authorised Users;
- (c) Use the Platform in any way that breaches any applicable local, national or international law or regulation or in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- (d) 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;
- (e) Attempt to decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;
- (f) Access the Platform in order to build a similar or competitive product or service or scrape information from the Platform;
- (g) Upload any data that may infringe any third party Intellectual Property Rights;
- (h) Attempt to gain unauthorised access to the Platform or circumvent any software protection deployed from time to time.
- (i) Furnish, send or post any inaccurate or incomplete or misleading data or material;
- (j) Interfere or attempt to interfere with the proper working of the Platform;
- (k) Attempt to copy, store, modify, duplicate, create derivative works from, frame, mirror, republish, transmit or distribute the Platform or any data obtained from it (in whole or in part);
- (l) Use the Platform to provide services to third parties;
- (m) Attempt to licence, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the Platform available to any third party except authorised Users;
- (n) Use the Platform for any purpose except for the purposes for which it is provided.

7. Liability

We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) wasted expenditure;

- (e) loss or corruption of data or information;
- (f) loss of business opportunity, goodwill or reputation;
- (g) any special, indirect or consequential loss, damage, charges or expenses.

Other than the losses set out above (for which we are not liable), our maximum aggregate liability under or in connection with these terms whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to £100.

Notwithstanding the above liability cap, nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

These terms set out the full extent of our obligations and liabilities in respect of the supply of the Platform. Except as expressly stated in these terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Platform which might otherwise be implied into, or incorporated in, these terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

8. Termination

We may remove your access to the Platform immediately by written notice to you if (a) there is a significant threat to the functionality, security, integrity, or availability of the Platform or (b) you are using the Platform to commit an illegal act or otherwise in breach of these terms.

On termination for any reason you must immediately stop all use of the Platform, and all rights granted to you under these terms will end.

9. Miscellaneous

We may transfer our rights and obligations under these terms to another organisation, but this will not affect your rights or our obligations under these terms.

These terms are governed by English law and are subject to the exclusive jurisdiction of the courts of England.