

BusinessGT Terms & Conditions of Service

These Terms of Service (“Terms”) govern your access to and use of Business GT Ltd (BusinessGT or BGT, company number 09286818) services, including our various websites, CRM, Project Management System, Accounting System, VAT E-filing, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other services that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with BusinessGT and are not a person barred from receiving services under the laws of the applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

When you ask for a system to be created using the Business GT Ltd. System, you will become the “Master Administrator” of that system, and are the responsible person for all of the content and appropriate legal conformance. You may set up any number of other users, of any level of permission up to and including your own “Master” level. For example, if you need to be registered with the Information Commissioner, this is your responsibility. In many countries, Data Protection and registration is a legal requirement.

You may download all of your data into Excel spreadsheets using the icons provided in the web site pages, and cancel your services at any time. Credits may be refunded at the discretion of BusinessGT Directors.

2. Privacy

Our Privacy Policy describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set out in the Privacy Policy) of this information, including the transfer of this information to the UK, United States, Ireland, and/or other countries for storage, processing and use by BusinessGT.

3. Security of the BusinessGT service

Our security of the cloud servers is exceptionally good. All of the pages you use to access your system check your personal information to ascertain your eligibility and permission to see the data in the page. Applications may also need a special role before a user is allowed to view content (e.g. in Accounting a user must have the Accounting role). Some pieces of data have their own security level as well. Your system is as secure as the weakest combination of username and password that you allow your users to set up. The system will ensure that the password is complex – but we do not require you to reset passwords on a timetable.

Even though our security is very tight and we go to extensive lengths to ensure that no unauthorised access can take place, you should not store personal financial information such as usernames and linked passwords in the BusinessGT system.

We do not guarantee security: We do not store any of your personal financial information in our systems.

4. Content on the BusinessGT Services

You are responsible as publisher for your use of the Services and for any Content you place into the system, including compliance with applicable laws, rules, and regulations.

All Content is the responsibility of the Master Administrator – this may include names and addresses, telephone numbers and any other data of individuals or businesses.

We reserve the right to remove Content alleged to be infringing BusinessGT rules without prior notice, at our sole discretion, and without liability to you. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us.

Content includes text, characters, images, messages or any other data that may be stored, viewed or sent using the BusinessGT system.

Your Content - Intellectual Property - Rights

You retain your rights to any Content you upload, submit, post or display on or through the Services. What's yours is yours — you own your Content (and your photos and videos are part of the Content).

You may download and remove your Content at any time.

5. Using the Services

Please review the BusinessGT Rules which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

BGT does not undertake to have the services and facilities fully functional and available all of the time. Your main email account will be notified if the system is expected to be unavailable: where an outage or failure of operation of any type occurs, BGT has no responsibility for any consequential problem or issue you may face, under any circumstances.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, suspend or terminate users, and reclaim usernames or systems without liability to you.

In consideration for BusinessGT granting you access to and use of the Services, you agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the BGT interfaces and according to the guidance and instructions that we provide.

- 5.1. You may not perform any of the following activities while accessing or using the Services:
 - 5.1.1. access, tamper with, or use non-public areas of the Services, BusinessGT's computer systems, or the technical delivery systems of BusinessGT providers;
 - 5.1.2. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
 - 5.1.3. access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by BusinessGT (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with BusinessGT.
 - 5.1.4. forge or duplicate or copy any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or
 - 5.1.5. interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.
- 5.2. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to
 - 5.2.1. satisfy any applicable law, regulation, legal process or governmental request,
 - 5.2.2. enforce the Terms, including investigation of potential violations hereof,
 - 5.2.3. detect, prevent, or otherwise address fraud, security or technical issues,
 - 5.2.4. respond to user support requests, or
 - 5.2.5. protect the rights, property or safety of BusinessGT, its users and the public. BusinessGT does not disclose personally-identifying information to third parties except in accordance with our Privacy Policy.

6. Your Account

You will have an account if you start to use our Services. You are responsible for safeguarding your account access details, use a strong password and only use it on this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.

Your Account is controlled by the USERNAME you use when you buy credits on the BusinessGT web site. This becomes your username for your own site, and the password is common to both the BusinessGT site and your own site. You may change it or the password very easily – in the slider bar click the “ME” icon.

Your USERNAME is UNIQUE to the BusinessGT system that is set up for you.

If you want multiple BusinessGT systems, you will have to use multiple usernames. Currently there is no method for controlling multiple systems using one Username.

The Master Administrator must have an external email account in addition to the BusinessGT system. This is because we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Minimum Service Level to your account, and you will not be able to opt-out from receiving them.

If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

7. Your License to Use the Services

BusinessGT gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by BusinessGT, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of the UK, United States and foreign countries. Nothing in the Terms gives you a right to use the BusinessGT name or any of the BusinessGT trademarks, logos, domain names, and other distinctive brand features. All right, title, and interest in and to the Services (excluding All Content provided by users) are and will remain the exclusive property of BusinessGT and its licensors. Any feedback, comments, or suggestions you may provide regarding BusinessGT, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

8. Ending These Terms – Cancellation and Refunds

You may end your legal agreement with BusinessGT at any time by deactivating your accounts and discontinuing your use of the Services. See “Closing Your Account” for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

- 8.1. There is no charge for the cancellation of your system unless your account is overdrawn. If your system usage is overdrawn, we will automatically bar further use of the system.
- 8.2. We will not make refunds of purchased credits. We recommend you purchase credits that you expect to consume within the foreseeable future (i.e. within twelve months).
- 8.3. We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe:
 - 8.3.1. you have violated these Terms or the BusinessGT Rules,
 - 8.3.2. you create risk or possible legal exposure for us;
 - 8.3.3. your account should be removed due to prolonged inactivity without payment; or
 - 8.3.4. our provision of the Services to you is no longer commercially viable.

We will make reasonable efforts to notify you of either of these decisions using the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services.

9. Disclaimers and Limitations of Liability

9.1. The Services are Available “AS-IS”

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. The “BusinessGT Entities” refers to Business GT Limited, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE BUSINESSGT ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The BusinessGT Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the BusinessGT Entities or through the Services, will create any warranty or representation not expressly made herein.

9.2. Limitation of Liability

THE BusinessGT ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM

- 9.2.1. YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES;
- 9.2.2. ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES;
- 9.2.3. ANY CONTENT OBTAINED FROM THE SERVICES; OR
- 9.2.4. UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE BusinessGT ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9.3. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will be at BusinessGrowthTool.co.uk will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. BusinessGT's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and BusinessGT Ltd, a UK company with its registered office at The Old Courthouse, Hughenden Road, High Wycombe. HP13 5DT. If you have any questions about these Terms, please contact us on 01494 461777.

Effective: January 28, 2019