

RISKTRACE LTD
FRVA SUPPLIER RISK MANAGEMENT TOOL
TERMS AND CONDITIONS

These Terms and Conditions (the “Terms”) are between RiskTrace Limited (“we”, “us”, “our”) and the entity placing an order (“you” “your”) on our website www.risktrace.co.uk (the “website”).

1. About Us

We are RISKTRACE LIMITED, trading as RiskTrace, a company incorporated under the laws of England and Wales (registered number 14938948) with registered offices at The Dairy, Seale Lane, Puttenham, Guildford GU1 1HL in England and Wales under company number (“We”/” Us”/Our). VAT Registration number: 448087075

We are contactable:

By ‘phone: +44 (0)1483 608200

By Email: info@risktrace.co.uk

By post: as above

2. About You

Any reference to ‘you’ or ‘your’ is to the person placing an order on our website (www.risktrace.co.uk) and their business, employer or principal or the relevant one of you as the context requires.

The FVRA Supplier Risk Management Tool (the “Tool”) is for use by business customers only. If you use the Tool, you accept and represent to us that you are a business user and that we shall not be liable to you under any consumer legislation.

By proceeding to use the Tool and/or making any purchase from us you confirm and represent to us that you have authority to do so for and on behalf of your business, employer or principal and that, if you are acting on behalf of a principal, your principal is also a business.

Use of the Tool by consumers is not permitted. If you are not intending to use the Tool for the purposes of your trade, business or profession, you must not use it at all.

3. These Terms

These Terms apply to any purchases you make via our website.

Please note that:

(1) you must agree to the Terms before you place your order;

(2) by placing an order via our FVRA Supplier Risk Management Tool (www.risktrace.co.uk) (“the Tool”) you are deemed to accept these Terms.

Further:

We reserve the right to update, modify or replace these Terms at our sole discretion without prior notice. However, the Terms which apply to your order will be those in force at the time you submitted your order to us.

Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.

4. Our website

Your use of our website www.risktrace.co.uk is governed by our website [Terms of Use](#).

Some pages on our website use cookies. Continued use of the website indicates you have read, understood, and accepted the latest version of our cookie policy. Our **cookie policy** is [here](#). If you do not agree to our cookie policy, please stop using our website immediately.

5. Your information

In order to access certain products and services provided by us, you will be required to provide certain information about yourself as part of the registration process. You agree that any information you provide about yourself to us will always be correct, accurate and up to date. Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available [here](#) which explains what information we collect and hold about you, and how we collect, store, use and share such information.

6. Orders

Orders for services, information, or digital content (“Information”), may only be placed via the website, www.risktrace.co.uk or. Telephone or postal orders will not be accepted.

You are responsible for the accuracy of your order. Please check your order carefully and correct any errors before you submit it to us.

Acceptance of your order by us takes place when we send you an order confirmation email, at which point a legally binding contract is formed between you and us on these Terms. It is not possible to make changes to your order once we have accepted it.

If we do not accept your order, for example because we are unable to take payment; or what you have ordered is unavailable; or there has been a mistake regarding the pricing or description of the goods, services, information, or digital content (“Information”), we will email you using the details you provided when you placed your order. We have the right to reject any order for any reason.

You agree to access and utilise the Information, services and products provided by RiskTrace for internal business use and only for purposes that are permitted by the General Data Protection Regulations “(GDPR)” and any other applicable law or regulations.

7. Availability of Information

All orders are subject to availability of the Information you seek.

We cannot guarantee that any Information will be available at any given time. We also cannot guarantee that access to Information will be uninterrupted, error-free, or secure. For example, access to Information may be temporarily unavailable while we carry out maintenance or for other technical reasons.

If Information you have ordered is temporarily unavailable we will fulfil your order when the Information becomes available.

If Information you have ordered is unavailable, we will advise you and provide a refund.

8. Delivery of Information

We will deliver the Information you ordered electronically, either by email or via a hypertext link to the online location where the Information is hosted and from where you may download the Information.

If we deliver the Information to you by email:

The Information will be delivered to the email address that is registered with us for delivery of Information (“the address”).

Our obligation to you in respect of your order shall be complete upon our sending the Information to the address or an alternative address accepted by us.

If we deliver the Information to you via hypertext link:

If you have difficulty in effecting the download, we will provide support to you to enable it.

We may cancel the link at any time 7 days after the Information has been downloaded from it and in any event 28 days after we have made the link available to you.

In both cases of delivery:

You are responsible for ensuring that your equipment can receive the Information delivered and for paying any charges you incur to enable such delivery.

We have in place systems to ensure electronic information delivered to you is free from viruses, malware, or other transmittable corruptions (not “defective”), however we cannot guarantee that such electronic information is not defective. You must and will take your own precautions against such defects in information delivered by us.

We will not update the Information once it has been sent to you via email or made available by hyperlink. Information delivered will be valid only as at the time it was so sent or made available, even if the initial delivery fails.

You may request an update of the Information we have sent/made available at any time by placing a new order subject to additional payment or by using an additional credit (if required by us).

We will send/make available to you the Information within a reasonable period after our acceptance of your order, taking into account the time required by our suppliers to compile and send to us the relevant data.

We may estimate a delivery time to you of the Information you ordered but such delivery time shall not be a term of these Terms and Conditions.

We are not liable to you for any losses you incur if delivery of the Information to you is delayed due to circumstances beyond our control, including the time taken by our suppliers to compile the relevant data.

We will refund you any payment, you have made for the Information (or add a credit back to your account) if it is unable to be delivered as a result of our error or default. A claim for a refund shall be the only liability that we have to you in such a circumstance.

9. Information – Disclaimer & Exclusions

We are not responsible for any errors in Information delivered to you pursuant to your order and you agree not to hold us responsible for any such errors.

The Tool aggregates and delivers to you information from reputable specialist third parties. The third parties source their data from a range of sources including, but not limited to, statutory and other commonly used and relied-upon public records (“Public Sources”). The records will likely contain information prepared and submitted by the subject of your Information order.

Whereas we only source the Information we deliver to you from reputable, specialist and commonly used third parties skilled in the collection of reliable data from the sources identified above, we cannot guarantee that data is error-free or not misleading (not “defective”); if the data is defective, that defect will be replicated in the Information we deliver to you.

Updates to Information delivered by us must be requested by a new order and will be subject to payment from you.

The Information we provide to you is designed for use in the United Kingdom. We cannot guarantee that it is appropriate for use outside the UK or that it can be delivered or downloaded from any location outside the United Kingdom.

You are responsible for ensuring that you comply with any local laws concerning obtaining the Information and for any use you make of the Information outside of the United Kingdom.

The Information we provide may not be used except for lawful, internal business purposes.

The Information we provide may not be resold by you or any other person.

10. Price

Relevant prices for Information are set out on our website (www.risktrace.co.uk) include VAT and are stated in pounds sterling (£)/(GBP).

We may change our prices at any time, but any price change shall not affect any order already placed (whether or not that order has been accepted), unless that price change is because of a **pricing error**.

Pricing Error

If there has been an error on the site regarding the pricing of any Information and the error affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

11. Payment

Payment for the Information you order is by deduction against credit held on your account, referred to as payment “on account”, or, alternatively where specified or permitted, by direct payment for the item of information required, referred to as “direct” payment.

If payment is to be made on account, we will not accept your order if there are insufficient credits remaining on the account for which the order is made.

You may add credit to your account at any time by using the buy credits facility on our website.

Direct payments may be made using the Stripe payment facility on our website.

The payment facility is provided by third parties and is subject to those parties' additional terms and conditions which they may require you to accept before proceeding. We are not responsible for operating the payment facility and offer no

Any Information you buy from us must be paid for in advance.

If for any reason we are unable to take payment we may cancel your order.

We will provide you a receipted invoice.

If you cancel any payment after we have accepted your order, you will remain liable to pay us the amount due in respect of that order, your payment will be treated as ‘late’, the Late Payment of Commercial Debts Act 1988 (“the Act”) shall apply in respect of it

and We may take any lawful action to collect payment plus interest plus any additional direct costs of collection incurred by us. The applicable interest rate shall be 4% above the rate specified from time to time by the Act.

12. Cancellation rights

Except in the case of a Late Cancellation (see below), you may not cancel any order after we have accepted it. In the absence of any other indication, our delivery (as described above) of the Information to you shall constitute our acceptance of your order.

If you wish to cancel your order before we accept it, please email support@risktrace.co.uk. We cannot guarantee that your cancellation will be effective given the typically short period between order, acceptance and delivery. If we have delivered your information before receiving your email, your cancellation shall be ineffective.

As stated above, the accuracy of your order is your responsibility; it is also your responsibility to ensure that you want the Information you order at the time you place the order.

13. Intellectual Property (& Late Cancellation)

We each retain our respective statutory and common law intellectual property rights in your order and the Information. To the maximum extent necessary for the purpose described on our website ("the purpose"), we grant you a worldwide irrevocable licence to use the Information we deliver to you for the purpose subject to any third-party intellectual property rights of which we have expressly informed you in writing (including by notice on our website), on or before delivery of the Information.

If you are notified on delivery of the Information of third-party intellectual property rights in respect of that Information which are unacceptable to you, you may cancel your order ("Late Cancellation") and we will refund you provided that you warrant that you have not made and will not make any use of the Information delivered, destroying the

delivered Information where required to do so by us. Your right to Late Cancellation shall expire 24 hours after we have sent the Information to you.

14. Termination

We reserve the right to terminate access to the services, information or digital content with immediate effect if:

- You fail to pay any undisputed payment due on the due date.
- You commit a breach of any of the terms.

15. Information Warranty

The Information, products and services provided by RiskTrace is provided on an "as is" basis without any guarantees, conditions, or warranties as to its accuracy, whether expressed explicitly or implicitly.

RiskTrace shall not be liable for any loss or damage incurred including but not limited to loss of income or business revenue to you or any companies or entities connected with you as a result of using the services provided by website.

16. Events beyond our control

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

17. Limitation of Liability

Except as stated below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the amount of £100 or the value of your order(s) in respect of which our liability has arisen subject to an overall limit of £25,000, whichever is greater.

We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for consequential, indirect or special losses; or (whether direct or indirect) loss of profit, loss or corruption of data, loss or corruption of software or systems, loss or damage to equipment, loss of use, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill.

Nothing in these terms will limit or exclude our liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation nor any other losses which cannot be excluded or limited by law.

18. No third-party rights

No one other than us or you have any right to enforce any of these terms.

19. Complaints

If you are unhappy with us or the Information we have provided to you, please contact us at support@risktrace.co.uk

20. Governing law and jurisdiction

These terms, their subject matter and formation are, and any non-contractual disputes or claims shall be, subject to the laws of England & Wales and the exclusive jurisdiction of the courts of England and Wales.

21. General terms

You may not transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer.

If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

No variation to these terms shall be effective unless expressly agreed in writing between you and us.

These terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.