

## TalkRiskGroup- Terms and Conditions

Welcome to the TalkRiskGroup, terms and conditions. We hope you are enjoying your visit to our Site and find the content and services useful. Please note that by using this Site you (the User) agree to be bound by the terms and conditions set out below. This Site is targeted at businesses only and if you are not a business or do not agree to be bound by these terms and conditions please refrain from using or accessing this Site. You must read and accept all of the terms and conditions of business contained herein together with our Privacy Policy before you may use or access the Site in any way.

### 1. Introduction

1.1 TalkRiskGroup offers a cloud-based compliance service plus support. TalkRiskGroup is owned by **“Mechanism (Contracts) Ltd”** a company registered in Scotland (company number SC690496) and known as TalkRiskGroup, with the registered office at 22 Montrose Street, Glasgow, G1 1RE.

1.2 By using this Site, subscribing to services and/or placing an Order you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions below, please do not use or access this Site. You must read and accept all of the terms and conditions contained herein before you may use or access the Site in any way.

1.3 These terms and conditions constitute the entire terms and conditions upon which TalkRiskGroup provides the Service and upon which the Client agrees to contract for the use of the Service except where specifically varied by written agreement by TalkRiskGroup on its order Confirmation. They supersede any written or oral representations, statements, understandings or agreements.

1.4 From time to time, it will be necessary to update the terms and conditions and you agree to be bound by the new terms and conditions after the implementation date for the revised terms and conditions.

### Definitions

#### In this Agreement;

**“Agreement”** means these terms and conditions together with the Client’s Order as confirmed in TalkRiskGroup Order Confirmation.

**“TalkRiskGroup Software” or “TalkGDPR Software”** means the TalkRiskGroup software owned by TalkRiskGroup, aimed at organisations, is part of a range of services to assist with managing compliance, available from our Site at <http://www.talkriskgroup.com>.

**“Completion”** means the date when the Service shall be complete as defined on the Site.

**“Client”** means company, partnership, sole trader or other business legal entity who registers and either subscribes to the sub-three Subscription Services or purchases a License to use the from TalkRiskGroup as described in the Order Confirmation.

**“Client Information”** means the information provided by the Client that is relevant to the GDPR Service and informs the recommendations report issued by TalkRiskGroup.

**“Completed Order”** means a successful subscription in terms of the Order Confirmation.

**“Client Usage Policy”** means the usage first agreed and subject to amendment after the service has commenced based on the actual usage and capacity subject to an adjustment in price for the actual capacity used by the client.

**“TalkRiskGroup Documentation”** means the report or any template produced by TalkRiskGroup , including all templates, TalkRiskGroup discovery documents, reports, questionnaires, recommendations document or any other documents.

**“TalkRiskGroup GDPR Certificate”** means the Certificate available to Clients who contract with TalkRiskGroup.

**“Information”** means all material contained in this Site.

**“Intellectual Property”** means any TalkRiskGroup ’s Documentation, the TalkRiskGroup /TalkRiskGroup GDPR certificate, statement, policies and paperwork linked to this Service, patent, invention, copyright, database right, registered or unregistered design, trademark belong to The Software (whether registered or unregistered), trade name, logo, trade secrets, know-how or other industrial or intellectual property right subsisting anywhere in the world, and applications for any of the foregoing, together with the goodwill thereon.

**“the Contract Price”** means the price for the Service as set out in the Order Confirmation.

**“the Service”** means the provision of all Services via the Site including GDPR services.

**“the Site”** means the TalkRiskGroup Website operating under the domain name of <http://www.talkriskgroup.com>.

**“Subscription Services”** means the purchase to access the TalkRiskGroup Software or TalkRiskGroup Services to be paid on a monthly basis as fully described on the Site (12-month contract is the minimum contract period).

**“the User”** means anyone who browses the Site.

**“Order”** means the Clients instruction to TalkRiskGroup to proceed with the Service.

**“Order Confirmation”** means the email acceptance sent by TalkRiskGroup following receipt of the Client’s Order.

**“Writing”** includes any email correspondence.

**“Working Day”** means within the hours of 9.00am to 5.00pm, GMT Monday to Friday only, not including weekends, bank or statutory holiday.

**“the Service Commencement Date”** shall be the date the Service is available as set out in the Order Confirmation.

**“Stripe”** means the online method of payment provided through our third-party provider Stripe and subject to their terms and conditions.

**Hosting Services** means the service offered by TalkRiskGroup to facilitate the Client’s hosting requirements; the service levels are varied and the agreed appropriate service level will be provided by TalkRiskGroup .

**“Test and Reporting”** means the service carried out by TalkRiskGroup to assess you the Clients adherence to GDPR includes subject access request support.

**“Helpdesk”** means the technical support for the TalkRiskGroup Services.

## **2. Service provision**

- 2.1 TalkRiskGroup will provide an order Confirmation for all orders placed but reserves the right to accept or reject any Order at its sole discretion.
- 2.2 TalkRiskGroup will use all reasonable endeavours to provide the Service as described on the Site.
- 2.3 TalkRiskGroup may at any time amend the Service for any reason including, but not limited to, technical, legal or business reasons.
- 2.4 TalkRiskGroup encourages any potential Client to contact TalkRiskGroup if a more complex or comprehensive service is required. You can contact us by telephone on our Site or by email at [david@talkriskgroup.com](mailto:david@talkriskgroup.com).
- 2.5 By way of online support TalkRiskGroup an initial chat the telephone as stated on our Site.
- 2.6 TalkRiskGroup offers both monthly and annual payment arrangements as fully described on the Site.
- 2.7 The Client is expected to be a business and TalkRiskGroup reserve the right to verify the veracity of the subscription and the company’s credentials.
- 2.8 The minimum contract duration is of 12 Months.
- 2.9 TalkRiskGroup will also provide newsletter services to the Client offering our Clients Service updates via the newsletter.
- 2.10 With regards to the Client content after cancellation of Services please note;
- 2.10.1 all Client data will be archived after 3 months from cancellation and destroyed 6 months after cancellation.
- 2.11 From time to time we may request the Client s feedback on the Subscription Services including usability questionnaires and/or your opinion of the Service.
- 2.12 TalkRiskGroup reserves the right to contact the Client to resume use of the Service.
- 2.13 The Client must accept the latest upgraded version of the TalkRiskGroup Software; we will not host multiple versions of the TalkRiskGroup Software. It’s the Clients responsibility to upgrade the browser and all other relevant software.
- 2.14 TalkRiskGroup may from time to time require the Client to upgrade their Hosting arrangements based on the need for further capacity and the cost may vary depending on the capacity and level of support required by the Client subject to TalkRiskGroup Client Usage Policy.
- 2.15 The Client gives TalkRiskGroup permission to contact them re the Analysis and Reporting service offered by TalkRiskGroup.

2.16 The Client understands and agrees that TalkRiskGroup will not store any of their employee's personal data.

2.17 The Clients understands and agrees that their employees or ex-employees will not have direct contact with TalkRiskGroup as We are contracted to supply services to you the Client only.

### **3. Proprietary Intellectual Rights**

3.1 All Intellectual Property Rights in the materials on this Site (as well as the organisation and layout of this Site) together with the underlying TalkRiskGroup Software code are owned by, licensed or authorised to TalkRiskGroup , its assignees, licensees or sub-licensees thereof and the copyright in the text, artwork, graphics and images on the Site is owned by TalkRiskGroup or its licensors or its

content or technology providers except where otherwise specified. Nothing in these terms and conditions transfers to you any rights of ownership of such intellectual property rights, or constitutes a license to use such intellectual property rights other than to the extent expressly set out in these terms and conditions. Without Our prior written permission, you may not copy, modify, alter, re-engineer, publish, broadcast, distribute, sell or transfer any material on this Site or the underlying TalkRiskGroup Software code whether in whole or in part. However, the contents of this Site may be shared via the 'share' button on the Site.

3.2 All intellectual property rights arising out of this Agreement shall vest in TalkRiskGroup . The Client is granted a non-exclusive, non-transferable, royalty-free license to use that intellectual property for the purposes envisaged by the Agreement. This includes all documentation, policies and paperwork linked to this Service.

3.3 All Client-owned content and materials including all pre-existing Trademarks shall remain the sole property of the Client or its respective suppliers and the Client or its suppliers shall be the sole owner of all rights in connection therewith. The Client hereby grants to TalkRiskGroup a nonexclusive, non-transferable license to use, reproduce, modify, display and publish the Client-owned content and materials solely in connection with the Work.

3.4 Nothing in this Agreement shall be taken to prevent us from using any expertise acquired or developed during the performance of this Agreement in the provision of services to other parties. TalkRiskGroup retains the right to use Intellectual Property content for marketing use including the client's logo and brief description of the service.

### **4. Basis of Use of the Site**

4.1 The Client agrees to the following;

4.1.1 that you understand, acknowledge and accept the exclusion of liability and disclaimer provisions contained hereafter;

4.1.2 that you will only view the Information on the Site for your own private purpose and will not publish, reproduce, store or retransmit any of the information contained in the Site at any time; fully described on the Site.

4.1.3 that you shall not use the Information for any unlawful purpose or in any unlawful manner;

4.1.4 that you shall not use the Site or the Information in any manner which may constitute an infringement of any third-party rights (including but not limited to rights of copyright, trademark or confidentiality);

4.1.5 that you shall not run any tools – other than those tools provided by TalkRiskGroup - on the Site that systematically retrieve web pages for offline or online viewing; whether it be for personal, commercial, experimental, educational or any other use;

4.1.6 to use the correct and updated browser necessary to use the service.

4.1.7 that all intellectual property rights (including without limitation copyright, trademarks and all other rights) whatsoever in the Information and the Site shall remain vested in TalkRiskGroup at all times;

4.1.8 that you will indemnify and keep indemnified TalkRiskGroup against all claims, liabilities, damages, costs and expenses including legal fees arising out of any misuse of the Information or the Site or breach of your obligations under his agreement.

## **5. Client Obligations**

5.1 No Agreement in respect of any Services shall exist between us and you until your Order has been accepted by us by means of an Order Confirmation (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded.

5.2 Orders must be submitted electronically via the Site. To do so, you will be required to follow the online subscription process. When doing so, you will be required to register with us and complete certain required fields on a form. This may include the provision of security information such as your identification details and password(s). You agree that you will be responsible for ensuring that such security information is kept secure and confidential at all times. You must inform us immediately if you become aware of or suspect any unauthorised use of these security details or if they become available to an unauthorised party.

5.3 By subscribing, you hereby warrant that all information submitted by you is true, current and complete. TalkRiskGroup reserves the right to verify the eligibility of all subscribers.

5.4 The Client shall pay the charges for the Service in accordance with clauses 8 and 9 below.

5.5 The Client will be responsible for obtaining and holding all consents, licenses, permits and other similar instruments applicable to material it supplies to TalkRiskGroup in connection with provision of the Service, including without limitation copyrights, trademarks, logos, patents and all such similar instruments.

5.6 The client warrants and represents to TalkRiskGroup that any element of text, graphics, photos, designs, trademarks or other material supplied to TalkRiskGroup for inclusion in the Service are owned by the client, or that the client has permission from the rightful owner to use each of these elements and that TalkRiskGroup use of such material shall not infringe the intellectual property rights of any third party.

5.7 Without prejudice to its rights in terms of Clause 10 hereof, TalkRiskGroup is entitled to suspend or terminate the client's use of the Service if the client fails to comply with any of its obligations under clauses 4, 5, 7 and 8 herein.

5.8 The client agrees to provide TalkRiskGroup with all necessary up to date information required as stated in the Site or outlined in writing with regards any bespoke Service.

5.9 TalkRiskGroup may terminate provision of the Service immediately if the Client becomes insolvent or input into liquidation or administration or otherwise ceases to carry on business.

5.10 In the event the Client terminates the Service before the 12-month period, the Client will be liable to pay the full Contract Price.

5.11 Subject to 5.10, the Service will automatically renew for a further 12 months unless the Client submits in writing to terminate Services via email (info@talkgdpr.com), 30 days before the date of renewal. TalkRiskGroup will continue to provide Services unless otherwise instructed.

5.12 Training services offered to Clients are subject to the following additional terms and Conditions:

5.12.1 training may be delivered by way of online webinars and tutorials found on the Site.

5.12.2 in some cases the training will be delivered through the TalkRiskGroup consultancy service and subject to a further quotation or in certain circumstances TalkRiskGroup's consultancy Terms and Conditions.

5.13 It is the Client's responsibility to act on any recommendations or consultancy offered by TalkRiskGroup .

5.14 The Client Accepts that they are the Data Controller and understands they are responsible for adhering to both DPA and GDPR legislation and liable for all the data protection issues or any type of data breach that occurs within their business.

5.15 The Client accepts that email support is only available with certain packages purchased by the Client. The Client is responsible for the type of package purchased through the Website.

## **6. Additional Services**

6.1 Additional Services offered to Clients are subject to the third-parties terms and conditions.

6.1.1 TalkRiskGroup reserves the right to terminate the Service based on any breach; TalkRiskGroup being the sole arbiter of this issue.

6.2 The Additional service is subject to TalkRiskGroup Client Usage Policy.

6.3 Without prejudice to its rights in terms of Clause 10 hereof, TalkRiskGroup is entitled to suspend or terminate the client's use of the Service if the client fails to comply with any of its obligations under this agreement herein.

## **7. Subscription Accounts (Credit Card)**

7.1 The Subscription Service is subject to the following additional terms and conditions.

7.2 The Client must be aware that the TalkRiskGroup Services may be accompanied by the use of advertising on the Site. The advertising facility is an inherent part of the sub-three Version Service offering.

7.3 In the event the Client terminates the Service before the 12-month period, the Client will be liable to pay the full Contract Price.

7.4 Subject to section 7, the Service will automatically renew for a further 12 months unless the Client submits in writing to terminate Services via email (info@talkgdpr.com), 30 days before the date of renewal. TalkRiskGroup will continue to provide Services unless otherwise instructed.

## **8. Service charges**

8.1 Charges for the Service shall be based upon the client paying for the Service in advance.

8.2 The prices charged initially shall be those stated on the Site and confirmed in the Confirmation provided to the Client.

8.3 No Service will commence until payment has been received.

8.4 TalkRiskGroup reserves the right to change prices or institute new charges for use of the Service at any time by posting changes on the Site and by providing 30 days' notice in respect of existing Clients.

8.5 TalkRiskGroup may offer support of any migration of Client content. However, this service will be charged for as an additional service subject to assessment of the work, TalkRiskGroup will be the sole arbiter of this issue.

8.6 TalkRiskGroup reserves the right to suspend the Service if any payment has not been received within 30 days of the date due. We also reserve the right to pass your Client Agreement with a reputable debt recovery agency and you shall reimburse us on demand for all costs, expenses and losses associated therewith (including lost profit) or enter the small claims process to recover payments due if necessary.

## **9. Payment of Service charges**

9.1. Prices exclude VAT which shall be added and charged at the prevailing rate. We accept payment in British pounds sterling only.

9.2 All payments are made through Stripe. The Agreement is based upon the Client paying in full the initial payment in advance of our acceptance of the Client's Order, prior to the Service commencing.

9.3 Clients in the UK will have the option of payment by direct debit, with the initial payment debited at the point of contract and further payments to be debited on the 1st of the month thereafter.

9.4 You confirm that the credit/debit card that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment we will not accept your Order and we will not be liable for any delay or non-

delivery and we are not obliged to inform you of the reason for the refusal. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your Order Confirmation.

9.5 Where payments have lapsed for any reason, there will be an admin fee charged to you at the discretion of TalkRiskGroup .

9.6 The Client shall not be entitled by reason of any set-off, counter-claim, abatement, or other deduction to withhold payment of any amount due to TalkRiskGroup . All payments made are non- refundable.

## **10. Termination**

10.1 TalkRiskGroup shall be entitled to suspend the Service in accordance with clause 5.7 and 6.3

10.2 Without prejudice to any other rights to which it may be entitled, TalkRiskGroup may terminate provision or use of the Service respectively with immediate effect if the Client commits any material breach of any of the terms of the Agreement and the breach remains un-remedied after thirty days of the Client being notified by TalkRiskGroup of the breach and of TalkRiskGroup intention to terminate unless the breach is remedied.

10.3 Due to the nature of the Service, the Client may terminate at any time but will be liable for the outstanding amount based on a 12-month contract or the contract duration agreed and stated in the Order Confirmation.

10.4 TalkRiskGroup may terminate provision of the Service immediately if the Client becomes insolvent or input into liquidation or administration or otherwise ceases to carry on business.

10.5 TalkRiskGroup will not tolerate Client being rude or offensive or otherwise abusing the TalkRiskGroup Service in any way and reserves the right to terminate the Service with immediate effect as a result of such behaviour (at TalkRiskGroup discretion).

## **11. Technical Support**

11.1 The Client is encouraged to contact us within Working Hours by email at [david@talkriskgroup.com](mailto:david@talkriskgroup.com), click 'support', chose technical or available on the Site under online support.

11.2 Unless otherwise agreed where you have contracted as a Client and you have also contracted for technical support (as set out in the Order Confirmation), we will for the duration of this Agreement:

11.1.1 endeavour to achieve a response time of 4 hours unless otherwise agreed in the Order Confirmation (time not being of the essence); however the response time may alter if a technical issue is more complex. The Technical Support will be generally available between 9.00am and 5.00pm, Monday to Friday (excluding public holidays or statutory holidays).

11.1.2 the fix time will depend upon the complexity of the Client issue; however we will endeavour to resolve the problem as soon as is necessary (time not being of the essence).

11.2 PROVIDED THAT we shall not be required to provide Technical Support or shall (at our sole discretion) be entitled to provide a Technical Support only as we may agree with you, where a defect



has arisen and/or support is required as a result of you or a third party altering, modifying or in any altering the System.

11.4 Due to the nature of the Services to be provided, no refund is offered by TalkRiskGroup .

## **12. Disclaimer and Limitation of Liability**

12.1 The Client uses the Service at its own risk and in no event shall TalkRiskGroup be liable to the Client for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from TalkRiskGroup negligence) including, but not limited to, loss of profits, loss of contracts, change in Client s business circumstances, business interruptions, loss of money, the Client s identity theft , brand damage, loss of or corruption of data or the Client's inability to use the Service, however caused and whether arising under contract or tort, including negligence or otherwise except as expressly provided herein.

12.2 If any exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and TalkRiskGroup becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, tort (including negligence but specifically excluding personal injury or death resulting from TalkRiskGroup negligence) or otherwise, will not exceed the total charges paid by the Client in the one month preceding such liability arising.

**12.3 The Client must make every effort to secure their username, passwords and key phrase details and should not under any circumstance disclose their username and password and key phrase details to a third party or by an email request.** TalkRiskGroup , nor its directors, employees or representatives will be liable for damages arising out of or in connection with the use of this Site or the Software or information, content, materials or products included on this site. This is a comprehensive limitation of liability that applies to all damages of any kind.

12.4 It is the Clients responsibility to maintain update browser, firewall or anti-virus and anti-spyware software. The Client must protect their Computer and ensure they update all security software by downloading the latest security patches from relevant software provider.

12.5 TalkRiskGroup cannot guarantee 100% uptime and endeavour's to provide services as described on the Site.

**12.6 The Client accepts that the outputs (recommendations report and consultancy) from questionnaires, discovery documents informed by the Client, including any the TalkRiskGroup Documentation and any other paperwork populated with Client information is based upon the Client Information supplied by the Client. The Client is full responsible for the veracity and accuracy of the Client Information supplied to TalkRiskGroup .**

**12.7 TalkRiskGroup is not responsible for the quality of the Client Information provided or the performance of the other party (third party) when providing the clients supplier or IT information. The Client must take full responsibility for the decisions involved while using the TalkRiskGroup Service. and understands and accepts that any decision made is entirely at their own risk.**

**12.8 The Client accepts that TalkRiskGroup has no liability with regards to any fine or penalty incurred by the Client.**

**12.9 TalkRiskGroup cannot guarantee any perceived success or outcome to the Work or Service only to deliver services as described on the Site this includes all services including Test and Reporting Services.**

### **13. Indemnification**

13.1 The Client shall indemnify TalkRiskGroup and keep us indemnified against any liability to any third party arising out of or connected with the Client's use of the Service.

13.2 The Client hereby indemnifies and holds harmless TalkRiskGroup against all claims, demands, losses, damages, costs or expenses howsoever arising incurred by TalkRiskGroup in connection with the Agreement as a result of a breach by the Client of any provision of this Agreement, law or regulation and/or as a result of any third-party legal action or threatened action.

13.3 TalkRiskGroup will accept no liability for losses arising from the Clients interpretation of any advice given to the Client during the use of the Service.

### **14. Warranty given by TalkRiskGroup**

14.1 TalkRiskGroup will endeavour to deliver Services to the best of their ability and as the Service as stated on the Order Confirmation. However, due to the nature of the Services provided by TalkRiskGroup , there is no warranty offered by TalkRiskGroup with regards to output of the Service or any impact as a result of the Work; this also includes any fine or penalty incurred by the Client, the Client accepts that TalkRiskGroup has no responsibility with regard to this issue.

14.2 TalkRiskGroup will endeavour to;

14.2.1 when making representation to the various parties, TalkRiskGroup shall be open in disclosing their identity to the Client and being open and honest in our dealings including provision of any Certificate to demonstrating you the Clients efforts to be compliant with the act.

14.2.2 delivering our Services (including the provision of the TalkRiskGroup Documentation), so as to ensure that our actions are truthful, open and honest with regards to the Clients GDPR status.

14.2.4 respect the Client privacy and maintaining confidentiality in respect of the Client before, during and after provision of the Service.

### **15. Force Majeure**

15.1 TalkRiskGroup shall not be liable to you or be deemed to be in breach of the Agreement by reason of delay in performing, or any failure to perform, any of our obligations in relation to the Service, if the delay or failure was beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

15.1.1 act of god, explosion, flood, tempest, fire or accident; weather, war or threat of war, sabotage, pandemic flu or virus, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures or any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions, power cuts or trade disputes (whether involving our employees or of a third party); or difficulties in obtaining the System, labour, fuel, parts or machinery.

15.2 TalkRiskGroup cannot be held responsible for any technical problems, external circumstances preventing suppliers delivering against deadlines or preventing delivery of third party against agreed commitments including Hosting Services or Additional Services or the behaviour of those who are subject to subject access requests.

## **16. Statutory Information**

This Site is owned and operated by:

Mechanism (Contracts) Ltd

22 Montrose Street,

Glasgow, G1 1RE

Company Reg Number SC690496

Email: [david@talkriskgroup.com](mailto:david@talkriskgroup.com)

## **17. Privacy**

[See Privacy Policy](#)

## **18. Assignment**

18.1 TalkRiskGroup shall be entitled to subcontract, assign or transfer our obligations or rights to a competent third party or to any associated company whether in whole or in part. The Client may not assign or transfer any of your rights or obligations without our written consent.

## **19. Miscellaneous**

19.1 These Conditions contain all the terms of your agreement with us relating to your use of this Site. No other written or oral statement (including statements in any brochure or promotional literature published by us) will be incorporated. Your use of this Site, any downloaded material from it and the operation of these Conditions shall be governed by, construed and interpreted in accordance with the law of Scotland and you agree to submit to the non-exclusive jurisdiction of the Scottish courts.

## **20. General**

20.1 Failure or delay by TalkRiskGroup in enforcing any term of the Agreement shall not be construed as a waiver of any of its rights under it.

20.2 The illegality, invalidity or unenforceability of any part of this Agreement will not affect the legality, validity or enforceability of the remainder.