

SafePass247 User Terms

1. WHO WE ARE AND WHAT THESE TERMS COVER

- 1.1 The SafePass247 platform at safepass247.co.uk (the **Platform**) is operated by **SafePass247 Ltd**, a company registered in England and Wales under company number 17434264 whose registered office is at 42a Walnut Road, Chelston, Torquay, United Kingdom, TQ2 6HS (**SafePass247, we, us, our**). You can contact us at accounts@safepass247.co.uk.
- 1.2 These User Terms apply to every individual who logs in to or otherwise uses the Platform (**you, your**). By ticking the box to accept them, or by using the Platform, you agree to them. If you do not agree, you must not use the Platform.
- 1.3 You will have been given access by an organisation which holds a subscription with us, or which has invited you to a project (for example, a principal contractor inviting a subcontractor) (your **Organisation**). Your Organisation's use of the Platform is governed by a separate contract between it and us. These User Terms govern your personal use of your account.
- 1.4 If you are accepting these User Terms in the course of your work, you confirm that you are authorised by your employer or Organisation to use the Platform on its behalf.

2. YOUR ACCOUNT

- 2.1 You must be at least 18 years old to use the Platform. You must provide accurate information about yourself, including your name, role and employer, and keep it up to date. This matters because your details are recorded against every review and sign-off you make.
- 2.3 Your account is personal to you. You must not share your password or login details with anyone, allow anyone else to use your account, or use anyone else's account.
- 2.4 You must keep your login details secure and tell your Organisation and us straight away at help@safepass247.co.uk if you think someone else knows them or has used your account.
- 2.5 Your Organisation controls your access. It may add, change or remove your permissions, move you between projects, or close your account, and it may be able to see your activity on the Platform. We may also act on your Organisation's instructions about your account.

3. WHAT THE PLATFORM DOES AND WHAT IT DOES NOT DO

- 3.1 The Platform helps organisations to collect, screen, review and record Risk Assessments and Method Statements (**RAMS**) and related health and safety documents. Parts of the Platform use automated tools, which may include artificial intelligence, to check documents against a set of questions and to highlight possible gaps (**Automated Review**).
- 3.2 **Please read this carefully.** The Platform is a tool to support people who are competent to judge RAMS. It is not health and safety advice, and it does not replace your own professional judgement or that of a competent person. In particular:
 - (a) Automated Review may miss hazards, omissions or errors, may flag things that do not matter, and may refer to legislation or guidance that is not current or not relevant to the work;
 - (b) findings, scores, flags and statuses shown on the Platform are indicators to help you review a document, not conclusions;
 - (c) we do not write, check or approve anyone's RAMS; any decision to approve, reject or rely on a RAMS, and any decision about whether work may start, is made by the people using the Platform and their Organisations, not by us; and
 - (d) using the Platform does not change anyone's legal duties under applicable laws.

- 3.3 You must not review, approve or sign off any RAMS unless you are competent and authorised by your Organisation to do so, and you must not rely on the Platform alone in making any decision that could affect anyone's health or safety.

4. UPLOADING DOCUMENTS AND CONTENT

- 4.1 You are responsible for the documents, comments and other content you upload or enter on the Platform (**Your Content**).
- 4.2 When you upload Your Content, you confirm that:
- (a) you are entitled to upload it and to share it with the Organisations and people who will be able to see it on the relevant project;
 - (b) it is, to the best of your knowledge, accurate and not misleading;
 - (c) it does not contain personal information about other people beyond what is needed for the purpose of the RAMS (for example, you should avoid uploading medical details unless strictly necessary and permitted by your Organisation); and
 - (d) it does not contain viruses or harmful code and does not infringe anyone's rights.
- 4.3 Your Content belongs to you or your Organisation (as agreed between you). You permit us to store, process, copy and display Your Content as needed to run the Platform for your Organisation and the other Organisations on the project, and as described in our Privacy Policy.
- 4.4 If you are a contractor or subcontractor, you understand that documents you submit to a project will be visible to the Organisation that invited you, and to others that Organisation permits to see them.

5. ACCEPTABLE USE

- 5.1 You must use the Platform only for legitimate business purposes connected with your Organisation's projects and in accordance with the law.
- 5.2 You must not:
- (a) try to access any part of the Platform, any project, or any data you have not been given permission to access;
 - (b) copy, extract, scrape or download the Platform's question sets, rule libraries, templates or other content, except for reports and records the Platform is designed to let you export;
 - (c) try to reverse engineer, decompile or interfere with the Platform, or test its security without our written permission;
 - (d) use bots, scripts or other automated means to access the Platform;
 - (e) upload anything unlawful, offensive, defamatory, discriminatory, or that you know to be false;
 - (f) submit a document or record a sign-off in someone else's name, or falsify, backdate or misrepresent any record;
 - (g) use the Platform to develop a competing product; or
 - (h) do anything that could damage, overload or impair the Platform or other users' use of it.

6. ARTIFICIAL INTELLIGENCE FEATURES

- 6.1 Where the Platform uses artificial intelligence, outputs are generated automatically and may be wrong.
- 6.2 You must not use the Platform to generate content for purposes unrelated to your Organisation's projects or try to manipulate the automated tools (for example, by hiding instructions in uploaded documents).

- 6.3 No decision that has legal or similarly significant effects on you is made about you solely by automated means on the Platform.

7. ELECTRONIC SIGN-OFF AND THE AUDIT TRAIL

- 7.1 When you review, comment on, approve, reject or sign off a document using the Platform, the Platform records your name, role, Organisation, the action taken and the date and time (the **Audit Trail**). You agree that such a record is your electronic signature and confirmation of the action recorded, and that it may be relied upon by your Organisation, other Organisations on the project, insurers, regulators and courts in the same way as a handwritten signature.
- 7.2 Before you sign off any document, you must be satisfied that you have read and considered it to the standard your role requires.
- 7.3 Audit Trail records are designed to be permanent and cannot be edited or deleted by users. If you believe a record is wrong, contact your Organisation, which may add a correcting record.

8. OUR INTELLECTUAL PROPERTY

- 8.1 We (and our licensors) own the Platform, its software, question sets, rule libraries, designs and content, and the SafePass247 name and logo. You may use them only as permitted by these User Terms while your Organisation's access continues.
- 8.2 If you send us ideas or feedback, we may use them without any obligation to you.

9. AVAILABILITY AND CHANGES

- 9.1 We aim to keep the Platform available at all times, but we do not promise that it will always be available, uninterrupted or error free. We may suspend it for maintenance, security or reasons outside our control.
- 9.2 We may change, update or withdraw features of the Platform from time to time.
- 9.3 You are responsible for retaining any copies of documents or records you personally need. Your Organisation controls what happens to project data when its subscription ends.

10. SUSPENSION AND CLOSURE

- 10.1 We may suspend or close your account, without notice where necessary, if we reasonably believe that you have broken these User Terms, that your account has been compromised, or that your use of the Platform could harm us, other users or anyone else. We will usually tell your Organisation.
- 10.2 Your access will also end if your Organisation removes you, or if your Organisation's subscription ends.
- 10.3 You can stop using the Platform at any time. To close your account, please contact your Organisation or us. Records you created on a project, including Audit Trail entries, will usually be kept by the Organisation that owns the project in line with our Privacy Policy.

11. OUR RESPONSIBILITY TO YOU

- 11.1 You use the Platform in connection with your work and on behalf of your Organisation. Our obligations in relation to the Platform are owed to our subscribing customers under our contracts with them, and not to you personally, except as set out in this clause 11.
- 11.2 Nothing in these User Terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for anything else which cannot lawfully be limited or excluded.
- 11.3 Subject to clause 11.2, and to the extent permitted by law, we are not liable to you for:
- (a) the content of any RAMS or other document, or any decision made by you, your Organisation or anyone else to approve, reject or rely on any document or on any output of the Platform;

- (b) any incident, injury, loss or damage on any site or project, or any enforcement or disciplinary action arising from it;
- (c) any inaccuracy in or omission from any output of Automated Review;
- (d) any loss of profit, business, earnings or opportunity; or
- (e) any loss which was not reasonably foreseeable when you accepted these User Terms.

11.4 Subject to clause 11.2, if we are found liable to you personally for anything else, our total liability to you under or in connection with these User Terms will not exceed £1.

11.5 If you break these User Terms, you may be responsible to your Organisation under your own arrangements with it, and your Organisation may be responsible to us.

12. PRIVACY

We use personal information about you as described in our Privacy Policy at [safepass247.co.uk/privacy]. In most cases your Organisation decides how your information is used on its projects, and we process it on its behalf.

13. CHANGES TO THESE USER TERMS

We may update these User Terms from time to time, for example to reflect new features or changes in law. If a change is significant, we will tell you (for example, by a notice when you next log in) and may ask you to accept the updated terms before you continue. The version and date shown below tell you when they were last updated.

14. GENERAL

- 14.1 If any part of these User Terms is found to be unenforceable, the rest will continue to apply.
- 14.2 If we do not enforce any of our rights straight away, we may still do so later.
- 14.3 We may transfer our rights and obligations under these User Terms to another organisation. You may not transfer yours.
- 14.4 No one other than you and us has any right to enforce these User Terms.
- 14.5 These User Terms are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

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