

G-Cloud 15 Toro Digital Terms and Conditions.

1 Overview

- 1.1 These Terms and Conditions (“Terms”) govern access to and use of the SAFER Defence Platform (“Service”) provided by Samuel Oliver Consulting Ltd trading as Toro Digital, registered in England and Wales. Use of the Service indicates acceptance of these Terms.
- 1.2 In the event of any conflict or inconsistency between these Terms, the G-Cloud Call-Off Contract, the Service Definition, and any Order Form, the following order of precedence shall apply:
 - 1.2.1 (a) the G-Cloud Call-Off Contract (including its Schedules),
 - 1.2.2 (b) the Order Form or Call-Off Order,
 - 1.2.3 (c) the Service Definition, and
 - 1.2.4 (d) these Terms.

2 Definitions.

“Customer” means the organisation procuring access to the Service.

“User” means any individual authorised by the Customer to access the Service.

“Supplier” means Samuel Oliver Consulting Limited trading as Toro Digital.

“Agreement” means these Terms together with the Customer’s applicable Order Form, G-Cloud Call-Off Contract, or equivalent purchase document.

“Data” means all information entered, uploaded, or generated through the Service by or for the Customer.

“Personal Data” has the meaning given in the UK Data Protection Act 2018.

“Service Definition” means the document setting out service scope, service levels, support arrangements, and technical specifications as published by the Supplier and referenced in the Order Form or Call-Off Contract.

3 Service Provision.

- 3.1 The Supplier will provide access to the Service as a hosted software platform via a secure web interface.
- 3.2 The Service will be delivered with reasonable skill and care, in accordance with these Terms and any applicable Service Definition.
- 3.3 The Supplier may modify the Service from time to time to improve performance, security, or compliance, with reasonable notice where functionality changes materially.
- 3.4 Support activities do not involve routine access to individual User interaction content. Where access to limited technical metadata or configuration information is required to resolve an incident, such access is time-bound, logged, and restricted to the minimum necessary scope. Support does not include review of individual User queries or conversations.

4 Customer Responsibilities.

The Customer shall:

- 4.1 Ensure authorised Users comply with these Terms.
- 4.2 Use the Service only for lawful and internal business or statutory purposes.
- 4.3 Maintain the confidentiality of authentication credentials.
- 4.4 Not attempt to bypass security mechanisms or reverse-engineer the Service.
- 4.5 Ensure its Data inputs do not contain malicious code or infringe third-party rights.

5 Service Levels and Availability.

- 5.1 Service targets are as published in the applicable Service Definition, including availability, incident response times, and recovery objectives.
- 5.2 Planned maintenance will, where practicable, be scheduled outside UK business hours with advance notification.
- 5.3 The Supplier does not guarantee uninterrupted or error-free operation but will take all reasonable steps to minimise disruption.

6 Data Ownership and Control.

- 6.1 The Customer retains full ownership of all User generated Data at all times.
- 6.2 The Service is designed to provide individual Users with private guidance and awareness support that is non-attributable to Users from the Customer's perspective.
- 6.3 Individual User conversational histories and system responses are not made available to the Customer, except where disclosure is required by law.
- 6.4 The Supplier provides only aggregated, anonymised analytics intended to demonstrate awareness coverage, engagement trends, and thematic risk signals, not to monitor individual behaviour or performance.
- 6.5 The Supplier shall have no rights in the Data other than to host, copy, and process it for the sole purpose of delivering the Service.
- 6.6 The Supplier shall not access Customer Data except as strictly necessary to provide support, maintenance, or to comply with legal obligations.
- 6.7 The Supplier shall not exercise any lien or right of retention over the Customer's Data, including in the event of a dispute over payment.
- 6.8 Individual User Interactions, Example Content, and Customer Visibility.
 - 6.8.1 The Service is designed to provide guidance and awareness support to individual Users at the point of uncertainty or risk.

- 6.8.2 Individual User queries, conversational inputs, and responses are private to the User and are not made available to the Customer through the Service, and are not provided to the Customer on request, except where disclosure is required by law.
- 6.8.3 The Service may present the Customer with example or representative questions to illustrate common themes, topics, or risk areas addressed by the Service.
- 6.8.4 Example or representative questions are derived from User interactions and may remain attributable to a User within the Supplier's systems for operational, security, or data-protection purposes.
- 6.8.5 Example or representative questions presented to the Customer may be associated with identifiable Users and are provided solely to authorised Customer administrators for assurance, safeguarding, or service governance purposes. Such visibility does not include access to full conversational histories or system responses.
- 6.8.6 Example or representative questions do not include full conversational histories, responses provided by the Service, or contextual metadata that would allow inference of an individual User's behaviour, performance, or intent.
- 6.8.7 The Customer acknowledges that example or representative questions are provided solely for awareness and assurance purposes and shall not be used for disciplinary action, investigative activity, or workforce monitoring.
- 6.8.8 The Supplier provides the Customer only with aggregated, anonymised analytics intended to demonstrate engagement, awareness coverage, and thematic query trends.
- 6.8.9 The Customer shall not attempt to re-identify Users from example questions or aggregated analytics, including by combining Service outputs with other data sources.
- 6.8.10 The Service is not designed or intended to be used for individual workforce monitoring, performance management, or surveillance. Nothing in the Service is intended to enable covert monitoring or profiling of Users.
- 6.8.11 Where identifiable User information is visible to the Customer, the Customer acts as Data Controller for that information and is responsible for ensuring appropriate access controls, lawful basis, and use consistent with applicable data protection law and organisational policy.
- 6.9 Support Access and Data Minimisation.
- 6.9.1 Support activities do not involve routine access to individual User queries, interaction content, or conversational responses.
- 6.9.2 Where access to limited technical metadata, configuration information, or system logs is required to diagnose or resolve an incident, such access shall be time-bound, logged, restricted to authorised personnel, and limited to the minimum scope necessary.
- 6.9.3 Support does not include review of individual User conversations.
- 6.9.4 The Supplier will not disclose individual User interaction content to the Customer as part of support.

7 Data Protection and Privacy.

- 7.1 Each party shall comply with applicable data-protection law, including the UK GDPR and Data Protection Act 2018.
- 7.2 The Supplier acts as Data Processor and the Customer as Data Controller, except where otherwise agreed.
- 7.3 The Supplier will process Personal Data only on documented Customer instructions and will implement appropriate technical and organisational measures to protect that data including appropriate pseudonymisation and access-control measures.
- 7.4 The Supplier processes User interaction data in a manner proportionate to the Service's awareness purpose, applying data minimisation and purpose limitation principles.
- 7.5 Sub-processors will be notified in advance and the Customer will have the right to object on reasonable grounds, in line with the applicable G-Cloud Call-Off Contract.
- 7.6 The Supplier will promptly inform the Customer of any Personal Data Breach and cooperate in related notifications or investigations.
- 7.7 Personal Data will be stored within the United Kingdom unless otherwise agreed in writing, in which case appropriate UK-approved transfer mechanisms will apply.
- 7.8 The parties agree that the details of processing required under data protection law (including subject matter, duration, nature and purpose of processing, categories of data subjects and types of personal data) are set out in the Data Processing Schedule or Annex referenced in the Service Definition and/or Call-Off Contract, which shall form part of this Agreement.

8 Security and Compliance.

- 8.1 The Supplier maintains an information-security management system aligned to ISO 27001 and NCSC Cloud Security Principles.
- 8.2 The Supplier holds Cyber Essentials certification and ensures subcontractors processing personal or Official data meet equivalent standards. Certificates and evidence are available on request.
- 8.3 All Data will be encrypted in transit and at rest.
- 8.4 Supplier personnel are subject to confidentiality undertakings and access controls based on job role and need-to-know.
- 8.5 The Customer must notify the Supplier immediately of any suspected security compromise within its user environment.
- 8.6 The Supplier will maintain professional indemnity, public liability and employers' liability insurance at not less than the minimum levels specified in the applicable G-Cloud 15 framework and Call-Off Contract. Evidence of such insurance shall be provided to the Customer on reasonable request.
- 8.7 The Supplier maintains documented business continuity and disaster recovery arrangements aligned with industry-recognised best practice and will review them at least annually."

9 Intellectual Property Rights.

9.1 Service Ownership and Rights.

9.1.1 The SAFER Defence Platform is provided as a hosted service by the Supplier. Ownership of the Service as a product, including the right to configure, operate, and make the Service available to Customers, rests with Samuel Oliver Consulting Limited trading as Toro Digital.

9.2 Third-Party Platform and Technology IP.

9.2.1 The Service is delivered using a third-party AI software-as-a-service platform and associated technologies.

9.2.2 All intellectual property rights in the underlying software code, platform architecture, user interface design, workflows, analytics framework, data models, algorithms, and AI engine are owned by the relevant third-party licensor.

9.2.3 Nothing in this Agreement transfers ownership of any third-party intellectual property to the Customer or to the Supplier.

9.2.4 The Customer's use of the Service does not grant any licence or rights in the underlying third-party technology, except to the extent required to use the Service as provided by the Supplier.

9.3 Supplier-Owned Content and Configuration.

9.3.1 The Supplier retains all intellectual property rights in:

9.3.1.1 content created by or on behalf of the Supplier and made available within the Service;

9.3.1.2 configuration, prompts, agent definitions, and orchestration logic used to tailor the Service; and

9.3.1.3 service-level configurations, rules, and operational settings applied by the Supplier.

9.3.2 Nothing in this Agreement permits the Customer to extract, reuse, or replicate such content or configurations outside the Service.

9.4 Customer Data.

9.4.1 The Customer retains all intellectual property rights in Customer Data and materials uploaded by or on behalf of the Customer into the Service.

9.4.2 The Customer grants the Supplier a limited right to process Customer Data solely for the purpose of delivering the Service in accordance with this Agreement.

9.5 Analytics and Derived Data.

9.5.1 Aggregated, anonymised analytics, metrics, and derived insights generated by the operation of the Service constitute Supplier data.

9.5.2 The Supplier retains all intellectual property rights in such analytics and derived data, provided that such data does not identify individual Users and cannot reasonably be re-identified.

9.5.3 The Customer is granted a non-exclusive right to view and use analytics outputs made available through the Service for internal awareness and assurance purposes only.

9.6 No Implied Rights.

- 9.6.1 Except as expressly stated, no intellectual property rights are transferred or licensed under this Agreement by implication, estoppel, or otherwise.

10 Payment and Invoicing.

- 10.1 Fees are as set out in the submitted G-Cloud pricing document.
- 10.2 Unless otherwise agreed, invoices are payable within 30 days of issue.
- 10.3 In the event of undisputed non-payment, the Supplier may, following prior written notice and a reasonable opportunity to remedy, suspend access to the Service. Any suspension shall be proportionate, used only as a last resort, and shall not apply where such suspension would breach the Supplier's obligations under the applicable G-Cloud Call-Off Contract.

11 Warranties and Disclaimers.

- 11.1 The Supplier warrants that the Service will perform materially as described in the Service Definition and will be provided with reasonable skill, care, and diligence, and will be provided in a manner consistent with the stated security and compliance commitments.
- 11.2 The Service is not warranted for integration with third-party systems unless explicitly stated in the Order Form.
- 11.3 Except as expressly stated, all other warranties and conditions are excluded to the maximum extent permitted by law. For the avoidance of doubt, nothing in this clause limits or excludes any rights or remedies that the Customer may have under the G-Cloud Call-Off Contract or that cannot lawfully be limited or excluded.
- 11.4 The Supplier does not warrant uninterrupted availability or fitness for a specific purpose beyond stated functionality.
- 11.5 The SAFER Defence platform will not be used to process personal data in a way that undermines compliance.
- 11.6 Awareness and Decision Support Positioning.**
- 11.6.1 The Service provides awareness reinforcement and guidance to support individual judgement and safer decision-making.
- 11.6.2 Example questions and aggregated analytics are provided to support organisational awareness and assurance, not operational decision-making, investigation, or performance management.
- 11.6.3 The Service does not replace the Customer's policies, formal training, command decision-making, professional advice, or statutory responsibilities.

12 Subscription Compliance.

- 12.1 Where the Customer's subscription is subject to renewal under the applicable G-Cloud Call-Off Contract or Order Form, the Supplier will issue reminder notices in line with applicable UK regulatory requirements (including the Digital Markets, Competition and Consumers Act 2024). Where permitted by the Call-Off, the Customer may cancel or terminate at the end of the then-current subscription period by providing written notice prior to renewal. Nothing in this clause limits any termination rights available to the Customer under the Call-Off Contract.

13 Liability

- 13.1 Neither party limits or excludes liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.
- 13.2 Subject to clause 13.1 and any categories of liability which cannot lawfully be limited under the G-Cloud Call-Off Contract or applicable law (including, where stated in the Call-Off, certain data protection, confidentiality and intellectual property infringement liabilities), each party's total aggregate liability under or in connection with this Agreement shall not exceed the total Fees paid or payable by the Customer for the Service during the preceding twelve (12) month period. Nothing in this clause shall limit or exclude any liability which the Supplier is not permitted to limit or exclude under the applicable G-Cloud Call-Off Contract.
- 13.3 Neither party shall be liable for indirect, consequential, or special damages, including loss of profits, revenue, or business opportunity.
- 13.4 The Supplier shall not be liable for delays or failures caused by events beyond its reasonable control, including third-party network or cloud-provider failures.

14 Suspension.

- 14.1 The Supplier may suspend access to the Service immediately if:
- 14.1.1 The Customer breaches these Terms and fails to remedy within a reasonable period. Any suspension under this clause shall be proportionate, shall be notified to the Customer in writing where practicable, and shall be exercised in accordance with the applicable G-Cloud Call-Off Contract.; or
- 14.1.2 Suspension is required for security, maintenance, or legal compliance.
- 14.2 Service will be restored promptly once underlying issues are resolved.

15 Termination

- 15.1 Either party may terminate the Agreement by written notice if:
- 15.1.1 The other party commits a material breach and fails to remedy within 30 days of notice; or
- 15.1.2 The other party becomes insolvent or ceases substantive operations.
- 15.1.3 In addition, where the Customer is procuring the Service under a G-Cloud Call-Off Contract, the Customer may terminate this Agreement and the associated Call-Off, in whole or in part, for convenience by giving the period of notice specified in the Call-Off Contract.
- 15.2 Upon termination:

15.2.1 The Customer may export all Data prior to final closure and, where requested, the Supplier will continue to make the Data available for a reasonable period following termination or expiry (which shall be no less than 30 business days, unless otherwise agreed in the Call-Off Contract) to support the Customer's transition or exit arrangements.

15.2.2 The Supplier will securely delete remaining Data following Customer confirmation and provide written assurance of deletion.

15.2.3 Termination does not affect rights or obligations accrued before termination.

16 Confidential Information

16.1 Each party agrees to treat as confidential all information disclosed by the other that is marked confidential or would reasonably be understood as confidential.

16.2 This obligation survives termination for a period of five years.

17 Audit and Compliance.

17.1 The Customer may request evidence of Supplier compliance with stated standards (e.g., ISO 27001, penetration-test summary, Cyber Essentials certificate).

17.2 Formal audits may be conducted on reasonable prior notice and subject to appropriate confidentiality and security requirements. The Supplier will cooperate with any audit, inspection or review carried out by the Customer, Crown Commercial Service, the National Audit Office, or any other UK government audit body acting under statutory or contractual powers, to the extent required by the applicable G-Cloud Call-Off Contract.

18 Accessibility and Equalities.

18.1 The Service is designed to conform with WCAG 2.2 AA accessibility standards, with supporting information available on request.

18.2 The Supplier will take reasonable steps to ensure the Service supports the Customer's obligations under the Equality Act 2010.

19 Force Majeure.

19.1 Neither party shall be responsible for failure to perform obligations (other than payment) due to causes beyond reasonable control, including natural disasters, network outages, or governmental actions.

20 Assignment and Subcontracting.

20.1 The Customer shall not assign or transfer its rights or obligations under this Agreement without the Supplier's prior written consent, except where the Customer is permitted to do so under the applicable G-Cloud Call-Off Contract or where such assignment is required or permitted by law.

20.2 The Supplier may subcontract elements of Service delivery provided it remains wholly accountable for performance and compliance.

21 Notices.

21.1 All notices must be in writing and delivered to the parties' registered business addresses or agreed electronic addresses.

21.2 Email notices are deemed received on the next business day.

22 Governing Law and Jurisdiction.

22.1 This Agreement is governed by and construed in accordance with the laws of England and Wales.

22.2 Disputes shall be subject to the exclusive jurisdiction of the English courts.

23 Entire Agreement.

23.1 These Terms, together with the Service Definition and any relevant Order Form or Call-Off Contract, constitute the entire agreement between the parties in respect of the Service and supersede any prior understanding relating to the Service, provided that nothing in these Terms amends, supersedes or reduces the rights and obligations set out in the applicable G-Cloud Call-Off Contract.