

Terms and Conditions

Digital Archival SaaS for UK Arts, Museums and Cultural Heritage Organisations

Effective Date: Upon Service Commencement

1. Introduction

These Terms and Conditions ("Terms") govern the provision of Digital Archival SaaS for UK Arts, Museums and Cultural Heritage Organisations ("the Service") by Datasumi Ltd ("Provider", "we", "us", or "our") to the customer ("Customer", "you", or "your"). By accessing or using the Service, you agree to be bound by these Terms.

2. Service Description

This service is a digital archival platform for UK public sector arts, museums, and cultural heritage organisations, providing secure cloud storage and preservation of digital collections. It streamlines collection management, metadata, and workflows while improving public access and compliance with UK archival and data protection standards.

3. Service Levels and Support

3.1 Availability

The Provider will use commercially reasonable efforts to make the Service available 24/7, subject to scheduled maintenance windows and force majeure events.

3.2 Support

Technical support is provided during business hours (Monday to Friday, 9:00 AM to 5:00 PM GMT) via email at sales@datasumi.com. Emergency support may be available subject to service tier.

4. Data Protection and Security

4.1 Data Processing

The Provider will process Customer data in accordance with applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

4.2 Security Measures

The Provider implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including encryption, access controls, and regular security assessments.

5. Customer Obligations

The Customer agrees to:

- Provide accurate and complete information when using the Service
- Maintain the confidentiality of account credentials
- Use the Service in compliance with all applicable laws and regulations
- Not use the Service for any unlawful or unauthorized purpose
- Notify the Provider immediately of any unauthorized access or security breach

6. Intellectual Property Rights

All intellectual property rights in the Service and related materials remain the property of the Provider or its licensors. The Customer is granted a non-exclusive, non-transferable license to use the Service during the term of the agreement.

7. Fees and Payment

Fees for the Service are as specified in the G-Cloud 15 framework agreement. Payment terms are net 30 days from invoice date unless otherwise agreed in writing. Late payments may incur interest charges.

8. Limitation of Liability

To the maximum extent permitted by law, the Provider's total liability for any claims arising from or related to the Service shall not exceed the fees paid by the Customer in the 12 months preceding the claim. The Provider shall not be liable for any indirect, incidental, special, or consequential damages.

9. Termination

Either party may terminate the Service agreement with 30 days' written notice. The Provider may suspend or terminate access immediately if the Customer breaches these Terms or engages in fraudulent activity.

10. Governing Law and Jurisdiction

These Terms are governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11. Changes to Terms

The Provider reserves the right to modify these Terms at any time. Customers will be notified of material changes via email or through the Service interface. Continued use of the Service after changes constitutes acceptance of the modified Terms.

12. Contact Information

For questions about these Terms or the Service, please contact:

Datasumi Ltd

Email: sales@datasumi.com

Web: www.datasumi.com