

DEF
SOFTWARE

DEF Software Ltd

SaaS Terms and Conditions of Use

G-Cloud 15

DEF Software Limited – https://www.mastergov.co.uk SaaS Terms and Conditions of Use - Business Customers Only

Last updated 10th May 2022

1. This Service
The MasterGov (Service) is provided by DEF Software Limited (us, we) to you. Your use of this Service and any additional services introduced by us and contained within constitutes acceptance by you of these Terms & Conditions.

2. Eligibility
You must be a minimum age of 18 to register on and use the Service. By registering and using the Service you warrant that you are 18 or older and understand your obligations under these Terms & Conditions.

3. Registration and Account Integrity
3.1 As part of the registration process you will need to create an account, including a username & password. It is your responsibility to ensure that the information you provide is accurate, not misleading and relates to you. You cannot create an account or username & password using the names and information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. We reserve the right with or without notice to suspend or terminate any account in breach.

3.2 Where we provide an organisation with a number of user licenses for the Service these must be adhered to. User licenses cannot be shared between users. A breach of this clause will result in termination of the abused accounts and/or all accounts provided to the organisation.

3.3 If for any reason you suspect that your username & password has been disclosed to or obtained by another party you should contact us immediately. Please note that we never contact users requesting them to confirm their username & password or other details.

4. Pricing, Plans and Features
4.1 We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product, service, subscription or plan is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable).

4.2 We reserve the right to alter all product, service subscription or plan pricing and features without notice.

5. Payment and Credit Control
5.1 All services are billed monthly in advance.

5.2 If you upgrade from a free or trial account you will be immediately charged for the necessary full account or accounts. Your monthly payment will be due from that date each month onwards.

5.3 Where the Service has been paid for 12 months in advance, (where this option is offered by us) payment will be taken in full on each anniversary.

5.4 It is a condition of use that a valid debit or credit card (or other valid payment method accepted by us) is provided at all times in order for your account or accounts to remain active.

5.5 Where a payment request is made by us and is declined (for whatever reason) access to your account or accounts may be suspended immediately until such time as a valid payment has been processed and a valid payment method is added to your account or accounts.

6. Cancellation Rights, Defects and Refunds
6.1 You may cancel your account or accounts at any time.

6.2 As this is a business-to-business transaction no right of cancellation exists under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

6.3 Cancellation should be done using the facility provided.

6.4 Cancellation by any other means, including (but not limited to) email, telephone call, fax, text or instant message is not valid.

6.5 Full or partial refunds will only be given where the product or service provided by us is found to be defective.

6.6 Refunds will not be given where we are unable to replicate the issue or the issue stems from the user or their equipment.

6.7 In the case of a defective service we reserve the right to offer an additional free period of service or issue a partial or full refund at our sole discretion.

6.8 Where a refund is offered and accepted by you it will be made within seven working days of receiving your acceptance of a refund.

7. Upgrading or Downgrading Accounts

7.1 Users have the ability to upgrade or downgrade their accounts and the services offered at any time.

7.2 Where an account is downgraded the applicable user will be responsible for all the data within the account and any loss of data caused by the downgrading and removal of any service within the account connected to the downgrade.

7.3 Users should backup and download their data prior to requesting a downgrade in service.

7.4 No refunds will be offered for downgraded monthly accounts that have been downgraded before the monthly charge is due on the account. The new lower monthly charge will be automatically applied on the usual date of the monthly charge.

7.5 Where an account is upgraded the new higher monthly charge will be automatically applied on the next usual date of the monthly charge.

7.6 In the case 12-month accounts (when offered) a partial refund will be offered for all complete remaining months of the service where the user downgrades the account. No refund will be offered for days remaining in the month of the downgrade.

7.7 Where a 12-month account is upgraded the increased charge will be applied immediately to the account for the additional amount due until the anniversary date.

8. Trial and Offer Periods

8.1 Trial or offer periods are offered at our sole discretion and are subject to withdrawal at any time and without notice.

8.2 Where you are offered a free-trial period you will receive an email notification no less than seven days before your free-period is due to end and automatically convert into a paid subscription. Please note this does not apply where you are merely offered a discounted or offer-period paid-for subscription at a reduced rate that subsequently converts to a subscription at one of our full standard subscription rates.

8.3 Only one person may use a single free or trial account, the account cannot be shared amongst multiple individuals.

8.4 These Terms and Conditions apply to all trial or offer-period accounts.

9. Technical Support

9.1 Technical support is provided via email and such other means as we decide in order to provide a proper service to users.

9.2 We reserve the right not to provide a full technical support service to free or trial account users.

10. Specific Service Rules

10.1 As a user you agree not to do any of the following:

1. Abuse, harass, threaten, stalk, defame or in any way seek to violate the rights of another user or third-party.

2. Publish or seek to distribute any material or information that is unlawful, harmful, obscene, indecent, libellous, profane, defamatory, racist, or in any other way inappropriate or objectionable.

3. Use or harvest data provided by other users in a way that they would object to.

4. Encourage illegal activity or activity that violates the rights of other Service users or third parties, whether individuals or organisations.

5. Supply or post content calculated to deliberately mislead other users or third parties, including content falsely made to appear from or be endorsed by us.

6. To pose as another user, third-party or organisation employee for the purposes of obtaining user or third-party information.

7. To transmit or transfer any viruses, trojans, worms or any other malicious programs or code intended to spy on, gain control over, disrupt, destroy or in any other way impair any computer hardware or software or any other equipment.

8. Attempt to gain access to our servers or other equipment in order to disrupt, impair, overload or otherwise hinder or compromise the safety, security or privacy of any of the services provided by or relied upon by users and us.

9. Reframe or repurpose the Service or any content on it, remove, obscure or block any notices (and advertising as applicable) provided by us on the Service.

10. Load or provide access to content on the Service or link to other content from the Service, which infringes the trademark, patent, trade secret or any other proprietary right of a third-party or infringes any intellectual property law.

11. Send junk or spam email or emails or posts promoting pyramid schemes, chain letters or any other activity that invites users and others to participate in wasting their time and/or money.

12. Use any robot, spider, scraper or other technical means to access the Service or any content on the Service.

10.2 If you breach these Terms & Conditions by sending any unsolicited bulk email, (spam) or any other bulk communications to users your actions will cause harm to us and to the Service. Such harm is difficult to quantify and as such you agree to pay us the sum of £50 for each and every individual email or other communication sent to a user or third-party.

10.3 The above list is not intended to be exhaustive. We reserve the right to remove (with or without notice) any content and suspend or terminate (with or without notice) the account of any user who in our sole judgment is in breach of these Terms and Conditions.

11. Content Ownership

11.1 As a user you retain all ownership rights to content provided by you.

11.2 You warrant that any content provided by you does not belong to a third-party whose rights have been violated by the content being posted on to the Service. Furthermore, if any content is owned by a third-party you agree to pay all royalties, fines and settlements owed to that-party, without seeking any contribution from us.

12. Copyrighted Material

12.1 We do not condone or encourage in any way the posting of copyrighted or proprietary content or information by any users who are not the legal owners of such content.

12.2 Where notified of such breaches by the owner of such content we will remove the content from the Service as soon as practicable. But only where we can reasonably ascertain the true owner of such content.

12.3 If as the owner of such content you believe that your rights have been infringed you should contact us as soon as possible and provide all relevant information in writing.

13. Content Monitoring
Users can freely add content to the Service. We do not monitor or assume any responsibility for content posted onto the Service. If at any time we decide to monitor the Service on any occasion it does not mean that we assume responsibility for removing any content or the conduct of any users at the time or in the future.

14. Termination
14.1 We may terminate your user account and all content and materials associated with it at any time where these Terms & Conditions have been breached. Such termination can be with or without notice. As a user you can choose to terminate your account at any time (subject to any payment plan entered into) and are free to remove any content you have created on termination.

14.2 Various clauses within these Terms & Conditions are designed to survive and continue after termination, including (but not limited to) clauses 11 and 18.

15. Access and Backups
15.1 We take all reasonable steps to ensure that the Service is available and functioning fully at all times. However, in the event the Service is unavailable or functioning incorrectly either wholly or partly we shall offer (where possible) the opportunity of repeat performance of the Service we should have offered to you in the first place – where appropriate and practical. Where this is not possible, we will offer full or part-refunds subject to clause 17.3 below.

15.2 Refunds will not be offered where a third-party provider who supplies a service to you, rather than us causes the issue.

15.3 You are solely responsible for backing up any content or data entered onto the Service by you. We strongly recommend that you regularly and completely backup all of your content and data on the Service.

16. Disclaimer
16.1 We are not responsible for the accuracy of any content on the Service, (except where such Content is provided by us) nor any advertisements placed on the Service.

16.2 We are not responsible for any links to third-party websites from the Service and the inclusion of any link does not imply an endorsement of a third-party website or service by us.

17. Limitation of Liability
17.1 We shall be not be liable to you in contract, tort, or otherwise (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for any loss of business, contracts, profits, damage to goodwill or anticipated savings or for any indirect or consequential or loss whatsoever.

17.2 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either party or their servants, agents or employees.

17.3 In any event our liability and that of our employees, officers and third- party partners shall be limited in any 12 month period to the total Service fees incurred by you in relation to the matter subject to the liability or to a payment of £100, whichever is the greater sum.

18. Indemnity
You agree to indemnify and hold us and our subsidiaries, affiliates and partners and their respective officers and employees harmless from any loss, fines, fees, liability or claim made by any third-party arising from your breach of these Terms & Conditions whilst using the Service or any other service provided by us.

19. Privacy
We take your privacy seriously. We are registered under and comply with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). For further details please see our Privacy Policy.

20. Severability
The paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of these Terms & Conditions or paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

21. Waiver
Failure by us to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

22. Entire Terms & Conditions
These Terms & Conditions set out the entire agreement and understanding between you and us. We reserve the right to change these Terms & Conditions at any time, on giving reasonable prior notice to you.

23. Jurisdiction
These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts. Where applicable your statutory rights are unaffected.

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3. Registration and Account Integrity
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3.2 Where we provide an organisation with a number of user licenses for the Service these must be adhered to. User licenses cannot be shared between users. A breach of this clause will result in termination of the abused accounts and/or all accounts provided to the organisation.

3.3 If for any reason you suspect that your username & password has been disclosed to or obtained by another party you should contact us immediately. Please note that we never contact users requesting them to confirm their username & password or other details.

4. Pricing, Plans and Features
4.1 We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product, service or plan is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable).

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5.5 Where a payment request is made by us and is declined (for whatever reason) access to your account or accounts may be suspended immediately until such time as a valid payment has been processed and a valid payment method is added to your account or accounts.

6. Cancellation Rights, Defects and Refunds

6.1 You may cancel your account or accounts at any time.

6.2 Cancellation should be done using the facility provided.

6.3 Cancellation by any other means, including (but not limited to) email, telephone call, fax, text or instant message is not valid.

6.4 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a right to cancel your subscription and obtain a refund.

6.5 Where your subscription grants you immediate access to any downloadable, electronic or "softcopy" goods or other electronic services of immediate value you will be required to tick the box at the checkout waiving your right to a refund under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

6.6 In the case of a defective service we reserve the right to offer an additional free period of service or issue a partial or full refund at our sole discretion.

6.7 Where a refund is offered and accepted by you it will be made within seven working days of receiving your acceptance of a refund.

6.8 Once a refund is issued your subscription will be terminated or downgraded accordingly.

7. Upgrading or Downgrading Accounts

7.1 Users have the ability to upgrade or downgrade their accounts and the services offered at any time.

7.2 Where an account is downgraded the applicable user will be responsible for all the data within the account and any loss of data caused by the downgrading and removal of any service within the account connected to the downgrade.

7.3 Users should backup and download their data prior to requesting a downgrade in service.

7.4 No refunds will be offered for downgraded monthly accounts that have been downgraded before the monthly charge is due on the account. The new lower monthly charge will be automatically applied on the usual date of the monthly charge.

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7.7 Where a 12-month account is upgraded the increased charge will be applied immediately to the account for the additional amount due until the anniversary date.

8. Trial and Offer Periods

8.1 Trial or offer periods are offered at our sole discretion and are subject to withdrawal at any time and without notice.

8.2 Where you are offered a free-trial period you will receive an email notification no less than seven days before your free trial-period is due to end offering you the opportunity to convert your free-trial into a paid subscription. Please note this does not apply where you are merely offered a discounted or offer-period paid-for subscription at a reduced rate that subsequently converts to a subscription at one of our full standard subscription rates.

8.3 Only one person may use a single free or trial account, the account cannot be shared amongst multiple individuals.

8.4 These Terms and Conditions apply to all trial or offer-period accounts.

9. Technical Support

9.1 Technical support is provided via email and such other means as we decide in order to provide a proper service to users.

9.2 We reserve the right not to provide a full technical support service to free or trial account users.

10. Specific Service Rules
10.1 As a user you agree not to do any of the following:

1. Abuse, harass, threaten, stalk, defame or in any way seek to violate the rights of another user or third-party.

2. Publish or seek to distribute any material or information that is unlawful, harmful, obscene, indecent, libellous, profane, defamatory, racist, or in any other way inappropriate or objectionable.

3. Use or harvest data provided by other users in a way that they would object to.

4. Encourage illegal activity or activity that violates the rights of other Service users or third parties, whether individuals or organisations.

5. Supply or post content calculated to deliberately mislead other users or third parties, including content falsely made to appear from or be endorsed by us.

6. To pose as another user, third-party or organisation employee for the purposes of obtaining user or third-party information.

7. To transmit or transfer any viruses, trojans, worms or any other malicious programs or code intended to spy on, gain control over, disrupt, destroy or in any other way impair any computer hardware or software or any other equipment.

8. Attempt to gain access to our servers or other equipment in order to disrupt, impair, overload or otherwise hinder or compromise the safety, security or privacy of any of the services provided by or relied upon by users and us.

9. Reframe or repurpose the Service or any content on it, remove, obscure or block any notices (and advertising as applicable) provided by us on the Service.

10. Load or provide access to content on the Service or link to other content from the Service, which infringes the trademark, patent, trade secret or any other proprietary right of a third-party or infringes any intellectual property law.

11. Send junk or spam email or emails or posts promoting pyramid schemes, chain letters or any other activity that invites users and others to participate in wasting their time and/or money.

12. Use any robot, spider, scraper or other technical means to access the Service or any content on the Service.

10.2 If you breach these Terms & Conditions by sending any unsolicited bulk email, (spam) or any other bulk communications to users your actions will cause harm to us and to the Service. Such harm is difficult to quantify and as such you agree to pay us the sum of £50 for each and every individual email or other communication sent to a user or third-party.

10.3 The above list is not intended to be exhaustive. We reserve the right to remove (with or without notice) any content and suspend or terminate (with or without notice) the account of any user who in our sole judgment is in breach of these Terms and Conditions.

11. Content Ownership
11.1 As a user you retain all ownership rights to content provided by you.

11.2 You warrant that any content provided by you does not belong to a third-party whose rights have been violated by the content being posted on to the Service. Furthermore, if any content is owned by a third-party you agree to pay all royalties, fines and settlements owed to that-party, without seeking any contribution from us.

12. Copyrighted Material
12.1 We do not condone or encourage in any way the posting of copyrighted or proprietary content or information by any users who are not the legal owners of such content.

12.2 Where notified of such breaches by the owner of such content we will remove the content from the Service as soon as practicable. But only where we can reasonably ascertain the true owner of such content.

12.3 If as the owner of such content you believe that your rights have been infringed you should contact us as soon as possible and provide all relevant information in writing.

13. Content Monitoring

Users can freely add content to the Service. We do not monitor or assume any responsibility for content posted onto the Service. If at any time we decide to monitor the Service on any occasion it does not mean that we assume responsibility for removing any content or the conduct of any users at the time or in the future.

14. Termination

14.1 We may terminate your user account and all content and materials associated with it at any time where these Terms & Conditions have been breached. Such termination can be with or without notice. As a user you can choose to terminate your account at any time (subject to any payment plan entered into) and are free to remove any content you have created on termination.

14.2 Various clauses within these Terms & Conditions are designed to survive and continue after termination, including (but not limited to) clauses 11 and 18.

15. Access and Backups

15.1 We take all reasonable steps to ensure that the Service is available and functioning fully at all times. However, in the event the Service is unavailable or functioning incorrectly either wholly or partly we shall offer (where possible) the opportunity of repeat performance of the Service we should have offered to you in the first place – where appropriate and practical. Where this is not possible, we will offer full or part-refunds subject to clause 17.3 below.

15.2 Refunds will not be offered where a third-party provider who supplies a service to you, rather than us causes the issue.

15.3 You are solely responsible for backing up any content or data entered onto the Service by you. We strongly recommend that you regularly and completely backup all of your content and data on the Service.

16. Disclaimer

16.1 We are not responsible for the accuracy of any content on the Service, (except where such Content is provided by us) nor any advertisements placed on the Service.

16.2 We are not responsible for any links to third-party websites from the Service and the inclusion of any link does not imply an endorsement of a third-party website or service by us.

17. Limitation of Liability

17.1 We shall be not be liable to you in contract, tort, or otherwise (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for any loss of business, contracts, profits, damage to goodwill or anticipated savings or for any indirect or consequential or loss whatsoever.

17.2 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either party or their servants, agents or employees.

17.3 In any event our liability and that of our employees, officers and third- party partners shall be limited in any 12 month period to the total Service fees incurred by you in relation to the matter subject to the liability or to a payment of £100, whichever is the greater sum.

18. Indemnity

You agree to indemnify and hold us and our subsidiaries, affiliates and partners and their respective officers and employees harmless from any loss, fines, fees, liability or claim made by any third-

party arising from your breach of these Terms & Conditions whilst using the Service or any other service provided by us.

19. Privacy
We take your privacy seriously. We are registered under and comply with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). For further details please see our Privacy Policy.

20. Severability
The paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of these Terms & Conditions or paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

21. Waiver
Failure by us to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

22. Entire Terms & Conditions
These Terms & Conditions set out the entire agreement and understanding between you and us. We reserve the right to change these Terms & Conditions at any time, on giving reasonable prior notice to you.

23. The Consumer Rights Act 2015
These Terms & Conditions are specifically written in accordance with the Consumer Rights Act 2015. Should these Terms & Conditions conflict with the Act, the Consumer Rights Act 2015 shall prevail and apply.

24. Your Statutory Rights
Where acting as a consumer your statutory rights are unaffected.

25. Jurisdiction
These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts. Where applicable your statutory rights are unaffected.

DEF Software Limited – https://www.mastergov.co.uk Website Privacy Policy

1. Data Protection
We comply with the principles of the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) when dealing with all data received from customers or visitors to our website.

2. Our Services
We only hold the data necessary to offer services provided on our website. We do not ask for or use more data than necessary to provide you with a proper service. This means we only process and hold data related to purchases and subsequent support related to those purchases, in accordance with Article 6(1)(b) of the General Data Protection Regulation (GDPR). Any processing of your data is only done to provide or perform the services or products you have purchased.

3. Data Protection Register
Data is only used for the purposes described in our entry on the Data Protection Register.

4. Required Period
We only hold personal data for as long as necessary. Once data is no longer needed, we delete it.

5. Card & Payment Processing Data
We use third-party payment providers to handle card and payment processing data securely. We never see or store any card or payment information. In accordance with Article 6(1)(b) of the General Data Protection Regulation (GDPR), any other data is only used to process your purchase securely. In accordance with Article 6(1)(c) of the General Data Protection Regulation (GDPR), we need to retain data related to all purchases to fulfil our existing legal obligations to account for tax and VAT on all transactions.

6. Backup & Data Storage
For administrative reasons, customer data and email subscription data may be passed to and stored securely with third-party service providers located outside the EEA (European Economic Area). This is done to backup and preserve your data where it is needed to carry on offering a service to you.

7. Data Requests & Right to Erasure
As a customer, you can at any time (and free of charge) request details of the data we hold relating to you - and you can also request any such data is amended or deleted – the right to erasure (the right to be forgotten). Please note that if you request deletion of your data, this may prevent us from offering any further support relating to your previous purchases or previous services offered to you.

8. Email Updates
We regularly email website news and information updates to those customers who have specifically subscribed to our email service. All subscription emails sent by us contain clear information on how to unsubscribe from our email service. Our email service is an opt-in service only; with your prior consent required in accordance with Article 6(1)(a) of the General Data Protection Regulation (GDPR). This means to subscribe you must enter your details into the email subscription page and submit them to us.

9. Our Promise
We never sell rent or exchange mailing lists.

10. Data Sharing with Partners
We do not share commercial or technical data with our partners unless we have specifically sought and obtained your prior approval. Where we request such approval, we will always fully disclose our partners' details and how your data is used – please see the Schedule to this policy for further details. Please note that even when we have your specific consent, we only share data with partners that operate their own privacy policy in full accordance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

11. Spam
In accordance with the Privacy and Electronic Communications (EC Directive) Regulations 2003, we never send bulk unsolicited emails, (popularly known as Spam) to email addresses.

12. Product Updates
We may send emails to existing customers or prospective customers who have enquired or registered with us, regarding products or services directly provided by us.

13. Email Content
All emails sent by us will be clearly marked as originating from us. All such emails will also include clear instructions on how to unsubscribe from our email service and any future emails. Such instructions will either include a link to a page to unsubscribe or a valid email address to which you should reply, with “unsubscribe” as the email subject heading.

14. Cookies
Our website uses "cookies" to track use and allow customers to purchase from our website. Please note that these cookies do not contain or pass any personal, confidential or financial information or any other information that could be used to identify individual visitors or customers purchasing from our website. Please note that you are free to refuse cookies. However, for purely technical reasons this may prevent you from purchasing from our website. This is because anonymous cookies are commonly used to keep track of the contents of customers’ shopping baskets or trolleys during the checkout process. This facility ensures that the items added to (or removed from) your basket are accurately stated when you go to pay.

15. Contact Us
If you have any questions relating to our Privacy Policy or wish to contact us regarding the data we hold relating to you, please email us at team@def.co.uk or use our contact form.

This policy was last updated on 5th December 2025