



SureCert®

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SureCert Platform Terms & Conditions

1. About these Terms

These Platform Terms & Conditions (“**Terms**”) govern access to and use of the SureCert background checking and verification platform made available at <http://app.surecert.com> (the “**Platform**”).

These Terms **do not apply** to use of the SureCert marketing website at <http://surecert.com> , which is governed by separate website terms.

By creating an account or using the Platform, you agree to be bound by these Terms.

Public Sector Frameworks

Where the Services are procured under a Crown Commercial Service framework agreement (including G-Cloud), the applicable framework agreement and Call-Off Contract shall take precedence in the event of any conflict with these Terms.

2. Definitions

In these Terms:

- “**Organisation**” means the legal entity on whose behalf the Platform is accessed.
 - “**User**” means the individual who creates an account on the Platform and accesses it on behalf of an Organisation.
 - “**Client**” means an individual who is invited by an Organisation to participate in a background check or verification process and who is not a party to these Terms.
 - “**Services**” means the background checking, identity verification, and related services made available through the Platform.
 - “**Supplier**” means any third-party data provider, verification partner, registry, or service provider used in connection with the Services.
 - “**Supplier-Provided Checks**” means checks wholly or partly reliant on Supplier data.
 - “**SureCert Checks**” means checks developed and operated using SureCert’s own systems and methodologies.
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3. Authority and Acceptance

The User represents and warrants that they:

- are authorised to act on behalf of the Organisation; and

- have authority to bind the Organisation to these Terms.

The Organisation is legally bound by the actions of its User.

Certain obligations in these Terms apply to the Organisation, and others apply to the User personally. Where an obligation refers to the User, the User is personally responsible for compliance.

4. Scope and Nature of the Services

4.1 SureCert provides a **technology platform** that enables Organisations to request, manage, and receive background checks and verification information.

4.2 The Services may include:

- Supplier-Provided Checks;
- SureCert Checks; and
- supporting workflows, reporting, and audit features.

4.3 SureCert does **not** provide legal, employment, regulatory, or compliance advice. Outputs are provided for informational purposes only.

4.4 The Services are designed primarily for **business and compliance purposes** and are not intended for personal, consumer, or household use.

5. Supplier Dependency and Limitations

5.1 Certain Services rely on Suppliers and external data sources over which SureCert has no control.

5.2 SureCert does not guarantee that:

- Supplier-Provided Checks will be available in all jurisdictions;
- information will be complete, current, or error-free; or
- a check will identify all relevant information.

5.3 Supplier availability, turnaround times, coverage, and methodologies may change without notice and may affect the Services.

6. Customer Obligations

The Organisation warrants and undertakes that it:

- has a lawful basis to request and use the Services;
- provides all required notices and disclosures to Clients;
- obtains all necessary consents or authorisations;
- complies with applicable employment, equality, screening, and data protection laws; and
- does not use the Services as the sole basis for decisions where prohibited by law.

The Organisation is solely responsible for decisions made using the Services.

7. User Responsibilities

The User must:

- keep access credentials confidential;
- complete any required onboarding, training, or vetting;
- use the Platform only for authorised purposes; and
- immediately notify SureCert of any unauthorised access or misuse.

SureCert may suspend or disable individual User access without terminating the Organisation's account.

8. Data Protection

8.1 The Organisation acts as **data controller** in respect of personal data processed through the Platform. SureCert acts as **data processor**, except where expressly stated otherwise.

8.2 Criminal record and similar checks are performed via Suppliers. SureCert does not directly access UK criminal record authorities.

8.3 Processing is governed by SureCert's Data Processing Agreement, which is incorporated by reference.

8.4 The Organisation indemnifies SureCert against claims arising from unlawful instructions, inadequate disclosures, or failure to obtain required consents.

9. Automated Outcomes

The Platform may display status outcomes (for example, “failed” or “unable to verify”) that are derived from Supplier data or defined check criteria.

SureCert does not carry out autonomous decision-making and does not determine outcomes independently of the underlying data.

10. International Use

10.1 The Services are designed primarily for use in the United Kingdom.

10.2 Where the Organisation requests checks relating to individuals or entities outside the United Kingdom, it acknowledges that:

- availability and scope may vary;
 - local law may restrict or prohibit certain checks; and
 - the Organisation remains responsible for lawful use in the relevant jurisdiction.
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11. Fees and Payment

11.1 Fees for the Services are agreed separately in a written agreement between the parties.

11.2 SureCert may invoice the Organisation following use of the Services.

11.3 In the event of conflict, the written commercial agreement prevails in respect of pricing and payment terms.

12. Suspension and Termination

SureCert may suspend or terminate access to the Platform, in whole or in part, immediately where it reasonably believes there is:

- non-payment;
- misuse or unauthorised access;
- regulatory or legal risk;
- Supplier instruction or dependency risk.

Suspension or termination does not affect accrued rights or obligations.

13. Intellectual Property

All intellectual property rights in the Platform, Services, SureCert Checks, and related materials remain vested in SureCert or its licensors.

The Organisation is granted a limited, non-exclusive, non-transferable licence to use the Services for its internal business purposes.

14. Confidentiality

Each party shall keep confidential any non-public information received from the other and use it only for purposes related to these Terms.

15. Liability

15.1 Nothing in these Terms excludes liability for fraud or death or personal injury caused by negligence.

15.2 Subject to clause 15.1, SureCert shall not be liable for:

- decisions made by the Organisation using the Services;
- inaccuracies originating from Suppliers;
- indirect, consequential, or economic loss.

15.3 SureCert's total liability shall not exceed the fees paid by the Organisation in the preceding 12 months.

Statutory Audit Rights

Nothing in these Terms limits or restricts any audit, inspection, or information rights required by applicable law or by a Crown Commercial Service framework agreement or Call-Off Contract.

16. Indemnity

The Organisation shall indemnify SureCert against claims arising from:

- unlawful or discriminatory use of the Services;
 - breach of applicable law;
 - failure to provide required notices or obtain consents.
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17. Changes to the Services or Terms

SureCert may update the Services or these Terms from time to time. Material changes will be notified via the Platform or other reasonable means.

18. Governing Law and Jurisdiction

These Terms and any dispute arising from them are governed by the laws of **Northern Ireland**. The courts of Northern Ireland have exclusive jurisdiction.

For Call-Off Contracts entered into under a Crown Commercial Service framework agreement, governing law and jurisdiction shall be as specified in the applicable Call-Off Contract.

End of Terms