



# GoodSAM Terms and Conditions of Use for Organisations

## 1. Introduction

1.1. These Terms and Conditions (the "Agreement") govern the use of GoodSAM (the "Platform"), a cloud-based technology platform (comprising web-portal, iOS/Android Apps and API) designed for organisational and public communication via video/images/text/audio and the deployment of staff or volunteers.

1.2. This Agreement is a legally binding contract between [Your Organisation] ("Organisation") and GoodSAM ("Provider"). By accessing or using the Platform, the Organisation agrees to be bound by these Terms and Conditions.

1.3. If the Organisation does not agree with these Terms and Conditions, it must cease using the Platform immediately.

## 2. Access and Use of the Platform

2.1. The Provider grants the Organisation a non-exclusive, non-transferable, revocable license to access and use the Platform to carry out its business purposes.

2.2. The Organisation agrees to use the Platform in accordance with applicable laws and regulations in the country/region of use, and not for any unlawful, fraudulent, or malicious purpose.

2.3. The Organisation is responsible for all activity conducted through its account and for ensuring that its employees, volunteers, and other users abide by this Agreement.

2.4. The Organisation agrees to only provide accounts to (and approve accounts to) suitably qualified staff or volunteers employed by or officially governed by the organisation. The organisation also agrees to revoke those accounts at the time of employment or partnership termination.

2.5. The Organisation also agrees to immediately terminate any account under their management if the account holder is no longer in good standing (for example, is suspended). The Organisation will also inform the Provider to ensure that no attempts to obtain an account through other means occurs.

## 3. User Registration and Security

3.1. To use certain features of the Platform, the Organisation must have an account created. The Organisation must provide accurate, current, and complete information during the



Saving Lives Through Technology

registration process. Only those authorised to be administrators in the system should have high level access enabling the control and permission setting of other account holders in their organisation.

3.2. The Organisation is responsible for maintaining the security of its account, including passwords and other credentials. It must notify the Provider immediately if it suspects any unauthorized use of its account.

3.3. The Provider reserves the right to suspend or terminate accounts that are compromised or used in a manner that violates this Agreement.

## **4. Use of Audio/Video Communication, Images and Location**

4.1. The Platform allows the Organisation to communicate via multimedia including video with the public and staff. It also enables the location of public and staff. The organisation agrees that these and other functions within the platform will only be used for the specific functions of the organisation's business.

4.2. The Organisation and account holders must abide by local privacy laws and must not engage in harassment, discrimination, or any other illegal behaviour through the platform.

## **5. Deployment of Staff and Volunteers**

5.1. The Platform allows the Organisation to deploy staff and volunteers to various locations or tasks. The Organisation is responsible for ensuring that algorithmic settings of responses are appropriate in terms of people to alert/deploy and the radius of that deployment.

5.2. The Organisation must ensure that staff and volunteers are adequately trained, qualified, and equipped for their assignments.

5.3. The Provider is not responsible for the Organisation's deployment decisions or the conduct of its staff or volunteers.

5.4. All attempts will be made to ensure volunteers and staff are aware of and abide by the GoodSAM code of conduct (<https://www.goodsamapp.org/codeofconduct>) and the terms and conditions of using the GoodSAM platform.

## **6. Data Protection and Privacy**

6.1. The Provider will collect and process personal data in accordance with its Privacy Policy. The Organisation acknowledges that it has read and understood the Privacy Policy.



Saving Lives Through Technology

6.2. The Organisation is responsible for obtaining appropriate consents from individuals whose personal data is collected or processed through the Platform.

6.3. The Organisation agrees to comply with all applicable data protection and privacy laws, including but not limited to the General Data Protection Regulation (GDPR).

6.4. The Provider ensures data protection using the latest industry standards including TLS 1.3 and AES 256 Encryption. The provider is ISO 9001 and 27001 accredited and Cyber Essentials certified.

## **7. Intellectual Property and Non-Disclosure**

7.1. The Provider retains all rights, title, and interest in and to the Platform, including all intellectual property rights.

7.2. The Organisation must not reverse engineer, decompile, or disassemble any part of the Platform or otherwise attempt to derive the source code.

7.3. The Organisation must not use the Platform to infringe the intellectual property rights of others.

7.4. The Organisation and their staff agree to hold in confidence and not to disclose or reveal to any person or entity any confidential Information, know how or commercial information acquired through the use of the Platform, which is not already in the public domain. Specifically, the organisation and their staff agree not to copy or develop similar products either directly or through partners.

## **8. Limitation of Liability**

8.1. The Provider is not liable for any indirect, incidental, special, or consequential damages arising from the use of the Platform, even if advised of the possibility of such damages.

8.2. The Provider's total liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the fees paid by the Organisation for the use of the Platform during the 12-month period preceding the claim.

8.3. The Provider is not liable for any action or damage to volunteers, staff, public or any other persons through the use of the platform.

## **9. Indemnification**



Saving Lives Through Technology

9.1. The Organisation agrees to indemnify, defend, and hold harmless the Provider from any claims, damages, or losses arising from its use of the Platform, including but not limited to claims related to personal injury, employment disputes, or privacy violations.

## **10. Termination**

10.1. The Provider may terminate this Agreement at any time upon a breach by the Organisation of these Terms and Conditions.

10.2. Upon termination, the Organisation must cease all use of the Platform and destroy any copies of materials obtained from the Platform.

## **11. Governing Law and Dispute Resolution**

11.1. This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising under this Agreement shall be resolved exclusively in the courts of [Jurisdiction].

11.2. The Organisation agrees to attempt to resolve any disputes through informal negotiation before pursuing formal legal action.

## **12. Miscellaneous**

12.1. This Agreement constitutes the entire agreement between the Organisation and the Provider regarding the use of the Platform and supersedes all prior agreements or understandings, whether written or oral.

12.2. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.

12.3. The failure of either party to enforce any right or provision of this Agreement does not constitute a waiver of that right or provision.

## **13. Term**

13.1. The term of this agreement is defined within the order form.

## **14. Governing Law and Jurisdiction**

14.1. This agreement is bound by the laws of the Jurisdiction where the Organisation primarily conducts its business.



Saving Lives Through Technology

## 15. Contact Information

For more information please contact: [enquiries@instant.help](mailto:enquiries@instant.help)

|                                 |                                                                                                                                                                                                                                           |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract Title                  |                                                                                                                                                                                                                                           |
| Contract Description            |                                                                                                                                                                                                                                           |
| Start Date                      | XX/YY/ZZZZ                                                                                                                                                                                                                                |
| Expiry Date                     | XX/YY/ZZZZ                                                                                                                                                                                                                                |
| Contract Value                  |                                                                                                                                                                                                                                           |
| Charging Method                 |                                                                                                                                                                                                                                           |
| Purchase order number           |                                                                                                                                                                                                                                           |
| Buyer                           | Sample Organisation                                                                                                                                                                                                                       |
| Supplier                        | GoodSAM Ltd                                                                                                                                                                                                                               |
| Principal Buyer contact details |                                                                                                                                                                                                                                           |
| Supplier Contact Details        |                                                                                                                                                                                                                                           |
| Ending / Termination            | The notice period for the supplier (GoodSAM) is 90 Working Days from the date of written notice of undisputed sums.<br>The notice period for the Buyer is 30 days from the date of written notice ending without cause                    |
| Services                        |                                                                                                                                                                                                                                           |
| Additional Services             | N/A                                                                                                                                                                                                                                       |
| Location                        | Services will be delivered remotely                                                                                                                                                                                                       |
| Quality Standards               | The supplier (GoodSAM) maintains AES 256 encryption, TLS 1.3, Cyber Essentials. ISO 27001 and ISO 9001                                                                                                                                    |
| Technical Standards             | Secure, Cloud Based encrypted supply of GoodSAM Dashboard, App and API.                                                                                                                                                                   |
| Service Level Agreement         | This contract includes GoodSAM's standard SLA (see separate document) with > 99% uptime. However, support is limited to email support (after training)                                                                                    |
| Onboarding                      | Standard On Boarding.                                                                                                                                                                                                                     |
| Offboarding                     | Standard Off Boarding. Return of data, zero coding of GoodSAM data to insure irretrievability.                                                                                                                                            |
| Limit on Parties' liability     | The annual total liability of either Party for all Property Defaults will not exceed £10,000 The annual total liability for Buyer Data Defaults will not exceed 125% the Charges payable by the Buyer to the Supplier during the Call-Off |



Saving Lives Through Technology

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                 | Contract Term (whichever is the greater). The annual total liability for all other Defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).                                                                                                                                                                                |
| Force Majeure                   | A party may end this contract if the other party is affected by a Force Majeure Event that lasts more than 90 consecutive days.                                                                                                                                                                                                                                                                                                  |
| Subcontractors or partners      | N/A                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Payment method                  | BACS                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Payment profile                 | Annually within 3 months of contract start                                                                                                                                                                                                                                                                                                                                                                                       |
| Invoice details                 |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Invoice frequency               | Annually                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Contract Value                  |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Contract charges                | Nil                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Buyer specific Refinements      | Nil                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Personal Data and Data Subjects | <p>All data obtained through the use of GoodSAM for the purposes of this contract is owned by the buyer (data controller) except the data required for the function of the system (Email / Names of account holders) for which GoodSAM is joint data controller. In all other circumstances, GoodSAM is the data processor.</p> <p>All data is handled meeting industry level standards of security (see separate document).</p> |



Saving Lives Through Technology