

Tahdah Verified Limited

G-Cloud 15 – Digital Badging Service Terms and Conditions (Lot 2b – Cloud Software)

1. Parties and Scope

These Terms and Conditions apply to the provision of the Digital Badging service (“Service”) by Tahdah Verified Limited (“Supplier”) to a contracting authority or other eligible public sector buyer (“Buyer”) under the G-Cloud 15 Framework Agreement (RM1557.15). These Terms apply only where the Buyer orders Digital Badging functionality via a G-Cloud Call-Off Contract.

2. Order of Precedence

In the event of any conflict, the order of precedence shall be:

1. G-Cloud 15 Framework Agreement
2. Call-Off Contract / Order Form
3. These Service Terms

3. Service Description

The Service provides functionality to issue, manage, and verify digital credentials (“Badges”) issued to named individuals. The Service is delivered as a cloud-hosted, multi-tenant software-as-a-service platform using standard platform functionality. No bespoke development is included.

4. Contract Term

The Service is provided for the duration specified in the Call-Off Contract. Where credits are purchased, they are valid for the term specified at the point of purchase. There is no automatic renewal unless agreed through a further Call-Off Contract.

5. Charges and Payment

Charges are as set out in the G-Cloud pricing published on the Digital Marketplace. Charges are fixed and non-negotiable for the Call-Off Contract term. Credits are purchased in advance and are not transferable between Buyers.

6. Buyer Responsibilities

The Buyer is responsible for ensuring information used to issue Badges is accurate and lawful, obtaining any required consents from Badge recipients, and using the Service in compliance with applicable law.

7. Service Availability and Maintenance

The Supplier will use reasonable efforts to make the Service available. Temporary suspension may occur for maintenance, updates, or security purposes. Advance notice will be provided where reasonably practicable.

8. Data Protection

For the purposes of UK GDPR, the Buyer acts as Data Controller and the Supplier acts as Data Processor. Personal data is processed in accordance with UK GDPR, the Data Protection Act 2018, and the agreed Data Processing Agreement.

9. Intellectual Property

The Buyer retains ownership of its own content and branding. The Supplier retains all intellectual property rights in the platform and grants the Buyer a non-exclusive right to use the Service for the duration of the Call-Off Contract.

10. Limitation of Liability

Liability is limited in accordance with the G-Cloud Framework Agreement. Nothing limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded under law.

11. Termination

Termination rights are governed by the G-Cloud Framework Agreement and the Call-Off Contract. On termination, access to the Service will cease in accordance with agreed exit and data retention provisions.

12. Force Majeure

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control, in line with the Framework Agreement.

13. Governing Law

These Terms are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

14. Entire Agreement

These Terms, together with the Framework Agreement and Call-Off Contract, constitute the entire agreement relating to the Service.