

Terms and Conditions

These terms and conditions (“Terms”) govern access to and use of the *how i work* software service (“Service”) provided by **DAMGEO LTD** (“the Supplier”). These Terms apply in addition to the G-Cloud framework agreement and any associated call-off contract agreed with the customer. By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, please do not access or use the Service.

1. Service Description

how i work is a cloud-based software service designed to support personalised learning and self-understanding through structured, adaptive activities and insight AI generated dashboards/support cards for authorised users.

2. User Responsibilities

- a. Users must provide accurate and complete information when registering for the Service.
- b. Users are responsible for maintaining the confidentiality of their account credentials and for any activity carried out under their account.
- c. Users must use the Service in accordance with applicable laws, regulations and the agreed contract.

3. Data Protection and Privacy

- a. The Supplier processes personal data in accordance with applicable data protection legislation and its Privacy Policy.
- b. Personal data is processed only for the purposes of providing and supporting the Service and in line with customer instructions where applicable.

4. Intellectual Property

- a. All intellectual property rights in the Service remain the property of the Supplier or its licensors.
- b. Customers and authorised users are granted a non-exclusive right to use the Service for the duration of the contract, in accordance with agreed terms.

5. Charges and Payment

Charges for the Service are as set out in the Digital Marketplace listing and the applicable call-off contract. Payment terms are governed by the call-off contract and the G-Cloud framework agreement.

6. Suspension and Termination

Access to the Service may be suspended or terminated in accordance with the call-off contract or where required to protect the security or integrity of the Service. Upon contract end, data handling and access are managed in line with agreed exit and data retention arrangements.

7. Limitation of Liability

The Supplier shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way related to the use of the Service. The Company's total liability to users for any claims arising under these Terms shall not exceed the amount paid by the user for the Service.

8. Indemnity

Users agree to indemnify and hold harmless the Supplier, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, or expenses arising out of or in any way related to the user's use of the Service.

9. Governing Law

These Terms are governed by the laws of Northern Ireland, subject to the overriding provisions of the G-Cloud framework agreement.

10. Changes to These Terms

These Terms may be updated to reflect changes to the Service or legal requirements. Where required, customers will be notified in advance of material changes.

11. Contact Details

For queries relating to these Terms or the service, please contact us at hello@damgeo.com