

Terms and Conditions

Riskhub SaaS Platform and APIs

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We, Riskhub SaaS Limited, of 10-11 Clerkenwell Green, London, EC1R 0DP (**Riskhub**), provide products and services to you on the terms and conditions set out herein and license you to use:

- the software, the data supplied with the software, and any updates or supplements to it (**Software**);
 - the related online documentation (**Documentation**);
 - the service you connect to via the Software and our online platform and the content we provide to you through it (**Service**);
- as permitted in these terms.

By accepting the terms set out in this EULA and/or by continuing to use our Software you agree to be bound by the terms which shall constitute an agreement between us and you and you agree that you have read and understood the terms set out herein as amended from time to time.

If you do not agree with any of the terms set out in this EULA as amended from time to time, you must stop using the Software immediately.

YOUR USE OF THE SOFTWARE

Riskhub shall provide the Software under a licence to customers of Riskhub (each a **Customer**). In providing you with an account, a Customer or Riskhub may invite you to access the Software. Riskhub may permit its Customer to grant you access provided that its Customer complies with certain restrictions and provided that its Customer remains responsible for your use and actions relating to the Software. Other terms may apply to the Software in addition to this EULA in particular, terms agreed between Riskhub and your organisation. Should our Customer who has invited you to access the Software breach their agreement with us, we shall have the right to terminate your access to the Software with immediate effect.

YOUR PRIVACY

We only use any personal data we collect through your use of the Software in the ways set out in our privacy policy www.riskhub.co.uk/riskhub-privacy-policy.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Software may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

BROWSER REQUIREMENTS

This Software is accessed by a web browser with javascript enabled. The following desktop browsers are supported; Chrome (latest stable version), Microsoft Edge (latest stable version), Mozilla Firefox (latest stable version). The following mobile browsers are supported; Chrome (latest stable version), Safari on iOS only (latest stable version).

SUPPORT FOR THE SOFTWARE AND HOW TO TELL US ABOUT PROBLEMS

Support. If you want to learn more about the Software or have any problems using them please take a look at our support resources in the Knowledge Hub.

Contacting us (including with complaints). If you think the Software is faulty or misdescribed or wish to contact us for any other reason please email our customer service team at info@riskhub.co.uk or call them on 020 8819 1398.

How we will communicate with you. If we have to contact you we will do so by email, by phone or by pre-paid post, using the contact details you have provided to us.

HOW YOU MAY USE THE SOFTWARE, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these terms you may in the ordinary course of your organisation's business and for your internal purposes only, subject to the restrictions below:

- download or stream a copy of the Software onto one device and view, use and display the Software on such devices for your personal purposes only.
- download, print and store limited extracts of the Documentation made available on the Software that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by Riskhub or our affiliates;
- receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as we may provide to you.

YOU MUST BE 18 TO ACCEPT THESE TERMS AND USE THE SOFTWARE

You must be 18 or over to accept these terms and use the Software.

YOU MAY NOT TRANSFER THE SOFTWARE TO SOMEONE ELSE

We are giving you personally the right to use the Software as set out. You may not transfer the Software or grant access to the Software to someone else, whether for money, for anything else or for free. If you sell any device on which the Software is installed or accessible, you must remove the Software from it.

CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 30 days notice of any change by sending you an email with details of the change or notifying you of a change when you next start the Software.

If you do not accept the notified changes you will not be permitted to continue to use the Software.

UPDATE TO THE SOFTWARE AND CHANGES TO THE SERVICE

From time to time we may automatically update the Software and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the Software for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Software.

IF SOMEONE ELSE OWNS THE DEVICE YOU ARE USING

If you download or stream the Software onto any other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the device.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the Software, you agree to us collecting and using technical information about the devices you use the Software on and related software, hardware and peripherals to improve our products and to provide any services to you.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The Software may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

DATA UPLOADED OR SUBMITTED BY YOU

in using the Software, you must ensure any data or information you upload, submit or send is accurate (where it states facts), is genuinely held (where it states opinions), and complies with applicable law in any country from which it is posted, and that you have all necessary permissions to place such information (including personal data) on the Software.

LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the Software in any form, in whole or in part to any person without prior written consent from us;

- not copy the Software, Documentation or any part of our services, except as part of the normal use of the Software or where it is necessary for the purpose of back-up or operational security;
- not use the Service or the materials on them to create any derivative works or competitive products;
- allow any third parties to access, use or benefit from the Software, Documentation or materials on them in any way;
- not share your password or logon details with anyone, keep your password and login details safe and secure and to regularly change them;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or Documentation, nor permit the Software or any part of our services to be combined with, or become incorporated in, any other programs, except as necessary to use the Software on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Software to obtain the information necessary to create an independent program that can be operated with the Software or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without Riskhub's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the Software;
 - is kept secure; and
 - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Software.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Software or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the Software, including by the submission of any Documentation or materials (to the extent that such use is not licensed by these terms);
- not transmit any Documentation or material that is defamatory, offensive or otherwise objectionable in relation to your use of the Software;
- not use the Software in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- not use personal data included within, or accessed via, the Software or Documentation in a way as to knowingly or negligently cause us to breach our obligations under applicable data protection laws;
- not process personal data included within, or accessed via, the Software or the Documentation for any purpose other than for business use in the ordinary course of your organisation's business and in accordance with our Privacy Policy and any separate agreement between us and you, or between us and the Customer who has invited you to have access to the Software;
- not upload the personal data or personal information of any individual to the Software unless you are legally permitted to do so; and
- not collect or harvest any information or data from any services, our Software or systems or attempt to decipher any transmissions to or from the servers running any Software.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Software, the Documentation and the services throughout the world belong to us (or our licensors) and the rights in the Software are licensed (not sold) to you. You have no intellectual property rights in, or to, the Software, the Documentation or the services other than the right to use them in accordance with these terms, other than where you are the licensor. You agree that you will not do anything to infringe or prejudice those rights.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. The Software is for business use in the ordinary course of your organisation's business and for your internal purposes only. As we have entered into an agreement separately with our Customer, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the Software. The Software and the Documentation is provided for business use purposes only. Riskhub does not offer advice within the Documentation or Software on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Software or Documentation. Although we make reasonable efforts to update the information provided by the Software and Documentation, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Customer materials and Documentation uploaded to the Software. Materials and Documentation belonging and created by our Customers may be uploaded to the Software for your use. Riskhub has no control over such materials and Documentation and you acknowledge that Riskhub provides no representations or warranties to you of any kind, express or implied, as to the information, content or materials included on the Software. Your use of such material or Documentation is governed by your relationship with the Customer. Riskhub is not responsible for any loss, damage or cost resulting from any decisions that are made in reliance on the Software or Documentation, including legal, compliance and/or risk management decisions. You agree that you use the Software and Documentation at your own risk in these respects.

Please back-up content and data used with the Software. We recommend that you back up any content and data used in connection with the Software, to protect yourself in case of problems with the Software.

Check that the Software is suitable for you. The Software has not been developed to meet your individual requirements. Please check that the facilities and functions of the Software and the services meet your requirements. The Software is provided by Riskhub to the Customer. Riskhub makes no representations or warranties to you of any kind, express or implied, as to the operation of the Software or the Documentation, information, content or materials included on the Software. Your use of the Software is governed by your relationship with the Customer and this EULA.

We are not responsible for events outside our control. If our provision of the services or support for the Software is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any services you have paid for but not received.

WE MAY END YOUR RIGHTS TO USE THE SOFTWARE IF YOU BREAK THESE TERMS

We may end your rights to use the Software at any time at our sole discretion by contacting you if you have broken these terms. If what you have done can be put right we will give you a reasonable opportunity to do so.

We may also end your rights to use the Software at any time at our sole discretion by with immediate effect if the Customer who has invited you to have access to the Software has breach the terms of an agreement between us and that Customer.

If we end your rights to use the Software:

- You must stop all activities authorised by these terms, including your use of the Software and our services.
- You must delete or remove the Software and Documentation from all devices in your possession and immediately destroy all copies of the Software and Documentation which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the Software and Documentation from them and cease providing you with access to the Software.
- We may remove any content or Documentation or materials uploaded to the Software by you.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.