



STRATEGIC INTEGRATION LIMITED (T/A Openbrolly)

24 Hebenton Road, Elgin, Moray, IV30 4EP, United Kingdom

TERMS AND CONDITIONS OF TRADE – Effective 17 September 2025

1. Introduction and Definitions

1.1 These Terms and Conditions (“Conditions”) govern the agreement between **Strategic Integration Limited** (SC200302) trading as **Openbrolly** (“we”, “us”, “our”) and the individual or organisation purchasing our goods or services (“you”, “your”).

1.2 Our registered office and correspondence address is above. You can contact us at **support@Openbrolly.com**.

1.3 These Conditions take precedence over any other terms issued by us unless expressly agreed in writing.

1.4 Key definitions:

- **“Consulting Services”** – advisory, development, and implementation services we provide.
- **“Data”** – all information, text, files, software, images, and material in any format.
- **“Goods”** – physical or digital products supplied by us.
- **“Services”** – our hosted systems, web solutions, domain registration, and related services.
- **“User Content”** – Data entered or uploaded by you or users of your Service.
- **“Personal Data”** – information relating to an identified or identifiable living person, as defined under UK GDPR and the Data Protection Act 2018.
- **“Registry”** – any domain name registry we use.

2. Changes to Conditions

We may update these Conditions by posting the revised version on our Website. The latest version will apply to any renewal or continuation of Services. You should review them regularly.

3. Security

You must:

- Keep login credentials secure;
- Take reasonable steps to minimise risk of unauthorised access;
- Notify us immediately of any suspected breach; and
- Comply with our security checks.

We may suspend or reset accounts to protect system integrity.



4. Services

4.1 We will provide Services with reasonable skill and care.

4.2 We do not guarantee uninterrupted, error-free, or secure Services, nor that Data will always be delivered correctly or free from loss.

4.3 If Openbrolly systems fail and Services are unavailable for more than **48 consecutive hours**, you will receive a **pro-rata refund or credit** on your annual fee.

4.4 We are not responsible for downtime caused by:

- Your connectivity or equipment;
- Third-party internet providers; or
- Events outside our control (see clause 20).

4.5 Planned maintenance will be notified at least 48 hours in advance (via email, letter), unless urgent security or system action is required.

5. Consulting Services

5.1 We will provide Consulting Services using suitably qualified personnel. Named consultants may be substituted with notice.

5.2 You must provide, at your cost:

- Suitable workspace and facilities (if on-site);
- A liaison contact authorised to act for you;
- Timely information and materials needed to deliver the Services.

5.3 Dates for delivery are targets only and may be extended if you fail to meet your obligations.

6. Your Obligations

You must:

- Follow our reasonable instructions for use of Services;
- Provide up-to-date contact details for a named representative;
- Ensure all persons using your account comply with these Conditions;
- Request and download any Data you wish to retain before termination – we may delete Data after Services end.

7. Restrictions

You must not:

- Upload, store, or transmit illegal, harmful, or offensive material;
- Use Services to send spam or bulk unsolicited messages;
- Introduce viruses, malware, or similar;



- Infringe intellectual property rights;
- Generate disproportionate traffic or demand without at least 7 days' notice (we may migrate you to a dedicated service at cost or suspend Services).

8. User Content

You are solely responsible for User Content. We do not pre-screen content but may remove or restrict access where required by law, regulation, or these Conditions.

9. Domain Name Registration

9.1 By registering a domain, you agree to the applicable Registry's terms.

9.2 We act as your agent for registration but cannot guarantee availability.

9.3 Renewal: we will use reasonable efforts to renew domains requested in writing. Domains not renewed may lapse.

9.4 Transfers: you may transfer domains without charge, provided all fees owed to us are settled.

10. Software Warranty

10.1 Bespoke software will materially conform to the agreed specification for **60 days** from delivery.

10.2 After this period, support and fixes are chargeable at our standard rates.

11. Data

We may access, preserve, or delete Data where required by law, by a competent authority, or under these Conditions.

12. Personal Data

12.1 We process Personal Data in line with **UK GDPR and the Data Protection Act 2018**.

12.2 You are the controller of Personal Data you upload. You must ensure your use of our Services complies with data protection law.

12.3 We act as processor only where agreed in writing under a separate **Data Processing Agreement (DPA)**.

13. Risk, Title and Ownership

- Goods remain our property until fully paid for.
- You retain ownership of User Content.
- All intellectual property in our software, systems, and materials remains ours. You receive a



limited, non-exclusive, revocable licence to use Services.

14. Limitation of Liability

14.1 Nothing in these Conditions limits liability for:

- Death or personal injury caused by negligence; Fraudulent misrepresentation;
- Any liability which cannot legally be excluded.

14.3 We are not liable for:

- Loss of profits, revenue, or anticipated savings;
- Loss of goodwill;
- Indirect or consequential losses;
- Data loss or corruption;
- Third-party services outside our control.

15. Indemnity

You agree to indemnify us against all claims, damages, and costs (including legal fees) arising from:

- Your use of the Services;
- Your breach of these Conditions;
- Domain registration or use of domain names.

16. Payment

- Fees (plus VAT and applicable taxes) are payable as specified in invoices or schedules.
- Payment is due in advance unless credit terms are agreed (30 days from invoice).
- Fees are non-refundable except where expressly stated.
- Suspension does not remove your obligation to pay.

17. Duration and Termination

17.1 Services:

- Annual contracts – minimum 12 months.
- Monthly contracts – minimum 90 days.
- Thereafter, Services continue on a rolling monthly basis.

17.2 Either party may terminate with **30 days' written notice** after the initial period.

17.3 We may suspend or terminate immediately if you:

- Breach these Conditions and fail to remedy within 30 days of notice;
- Enter insolvency, liquidation, or similar;
- Are required to do so by law or regulator.



17.4 On termination:

- Access to Services ends immediately;
- Data may be deleted and irrecoverable;
- All licences end;
- Outstanding fees remain due;
- Prepaid annual fees are refunded **pro-rata (after initial term)**.

18. Confidentiality

Both parties must keep confidential information secret and not use it except to perform obligations under these Conditions. Exceptions apply where information:

- Is public through no fault of the recipient;
- Is independently known or developed;
- Must be disclosed by law or regulator;
- Is disclosed to staff, contractors, or advisers under confidentiality obligations.

We may publicly name you as a client.

19. Notices

Notices must be sent to the addresses stated at the top of these Conditions (or updated contact details provided). They may be delivered by hand, recorded delivery, or email, and are deemed received as follows:

- Hand delivery – when given to a senior employee;
- Recorded delivery – 5 business days after posting;
- Email – on the day sent unless proven otherwise.

20. General

- These Conditions form the entire agreement, superseding prior agreements (unless fraudulent).
- If any part is invalid, the remainder remains in effect.
- You may not assign or resell Services without our written consent.
- We may assign rights with prior notice.
- We are not liable for delays caused by circumstances outside our control.
- Third parties have no rights under the **Contracts (Rights of Third Parties) Act 1999**.
- Failure to enforce a right does not waive it.
- Nothing creates a partnership or joint venture between us.

21. Governing Law

These conditions are governed by **Scottish law**. The courts of Scotland shall have exclusive jurisdiction.