

issosmart TERMS & CONDITIONS

1. INTRODUCTION

These Terms & Conditions govern the use of issosmart, a software platform provided by Rosewood Management Services Ltd (trading as RKMS Group and issosmart) (“RKMS”, “we”, “us”).

These Terms apply whether issosmart is purchased directly or as part of a wider Proposal or Agreement with RKMS.

Where issosmart is provided as part of a Proposal or Agreement, these Terms form part of that Agreement and apply specifically to the issosmart software platform.

By accessing or using issosmart, the Client agrees to be bound by these Terms.

Company Name: Rosewood Management Services Ltd
Company Registration Number: 02924133
Registered Office: Unit 4 The Pavilions, Avroe Crescent, Blackpool, FY4 2DP
Contact Email: hello@issosmart.io

2. DEFINITIONS

“Client” means the organisation purchasing or using issosmart.

“Platform” means the issosmart software system.

“Services” means access to and use of the Platform.

“User” means any individual authorised by the Client to access the Platform, each with unique login credentials.

“Subscription Period” means a period of one (1) year from the date of activation or renewal of the Platform.

“SaaS” means Software as a Service.

“Terms” means these Terms and Conditions.

3. NATURE OF SERVICE

3.1 issosmart is a software platform provided on a SaaS (Software as a Service) basis.

3.2 Unless expressly stated in writing, issosmart does not include consultancy, implementation, or certification services.

3.3 The Client acknowledges that use of issosmart does not guarantee compliance with any ISO standard or successful certification.

3.4 The Client remains responsible for the implementation, operation, and maintenance of its management system.

3.5 The Platform is provided for business use only.

4. CONSULTANCY SUPPORT (WHERE APPLICABLE)

4.1 Certain issosmart packages may include consultancy support.

4.2 Where included, such consultancy services are delivered by Rosewood Management Services Ltd (trading as RKMS) on a subcontract basis.

4.3 Consultancy services are separate from the Platform and are subject to the applicable RKMS Terms & Conditions.

5. ACCESS AND USE

5.1 The Client is granted a non-exclusive, non-transferable licence to access and use the Platform for its internal business purposes.

5.2 The Client may grant access to employees, contractors, consultants, and other authorised third parties.

5.3 The Client remains fully responsible for all activity carried out under its account.

5.4 The Platform may not be:

- used for resale;
- provided as a service to third parties; or
- used commercially on behalf of other organisations

unless the Client is an authorised partner of RKMS.

5.5 USER RESPONSIBILITIES

The Client agrees to:

- ensure that all information and content uploaded to the Platform complies with applicable laws and does not infringe the rights of any third party;
- ensure that any personal data uploaded is processed lawfully and with appropriate consent;
- use the Platform only for lawful purposes and in a manner that does not compromise the security, integrity, or availability of the Platform.
- ensure that all account information is accurate and shall notify RKMS immediately of any unauthorised access or security breach.

The Client shall not:

- reverse engineer, decompile, or otherwise attempt to extract or modify the Platform;
- use the Platform in any unlawful, harmful, or abusive manner;
- share access credentials in a way that compromises security or allows unauthorised use of the Platform.

6. PLATFORM AVAILABILITY

6.1 RKMS aims to maintain platform availability of 95% uptime.

6.2 This excludes planned maintenance, updates, and events outside RKMS's reasonable control.

6.3 Platform availability is a target only and does not constitute a guarantee or service level agreement.

6.4 RKMS reserves the right to suspend or restrict access for maintenance, updates, or technical reasons.

7. DATA AND SECURITY

7.1 RKMS maintains data backup and security measures in line with its ISO 27001-certified information security management system.

7.2 The Client is responsible for:

- the accuracy of data entered into the Platform;
- ensuring appropriate use of the Platform; and
- compliance with applicable laws.

7.3 The Client acknowledges that no system is completely secure or free from risk.

7.4 RKMS shall not be liable for any loss, corruption, or unavailability of data except where required by law.

7.5 Following termination or expiry of the subscription, data may be retained for up to 18 months, after which it may be permanently deleted.

7.6 RKMS reserves the right to remove or deactivate inactive user accounts where they are no longer associated with an active subscription or system.

7.7 By using the Platform, the Client acknowledges and accepts the inherent risks associated with electronic data storage and transmission.

8. FEES AND PAYMENT

8.1 Fees are payable in accordance with the agreed Subscription Period.

8.2 All fees are invoiced and collected by Rosewood Management Services Ltd, regardless of whether services are provided under RKMS or issosmart trading names.

8.3 Fees may be invoiced directly or included as part of a wider service agreement.

8.4 All fees are non-refundable unless otherwise agreed in writing.

8.5 RKMS reserves the right to suspend access where payment is overdue.

8.6 The Client may not terminate the subscription during the current Subscription Period, and fees remain payable for the full Subscription Period.

8.7 The Client authorises RKMS to charge any payment method provided for all fees due during the Subscription Period, including renewals.

8.8 RKMS reserves the right to charge interest on overdue amounts at a rate of 8% per annum above the Bank of England base rate, accruing daily until payment is made.

8.9 RKMS reserves the right to charge reasonable administrative fees in relation to the recovery of overdue payments.

8.10 Fees may be payable annually in advance or in instalments, as agreed, but the Subscription Period remains annual.

9. SUBSCRIPTION AND RENEWAL

9.1 issosmart is provided on an annual subscription basis.

9.2 Subscriptions automatically renew for successive Subscription Periods unless cancelled in accordance with these Terms.

9.3 Notice of cancellation must be provided at least 30 days prior to renewal.

9.4 issosmart subscriptions are independent of consultancy or certification services.

9.5 Termination or completion of consultancy or certification services does not affect the issosmart subscription.

9.6 The Client may request cancellation at any time; however, the subscription shall continue until the end of the current Subscription Period.

9.7 Following cancellation, access to the Platform will continue until the end of the current Subscription Period.

9.8 No refunds are provided as issosmart is a business-to-business (B2B) service.

10. TERMINATION

10.1 RKMS may suspend or terminate access where:

- payment is overdue;
- there is misuse of the Platform; or
- there is a breach of these Terms.

10.2 Upon termination:

- access to the Platform may be removed;
- outstanding fees remain payable.

11. PUBLICITY RIGHTS

11.1 RKMS may include the Client's name and logo in its customer list and marketing materials.

11.2 If the Client prefers not to be included, it may notify RKMS in writing at any time.

12. INTELLECTUAL PROPERTY

12.1 All intellectual property rights in the Platform, including any templates, documents, content, systems, and materials provided through it, remain the property of RKMS or its licensors.

12.2 The Client shall not:

- copy;
- distribute;
- modify; or
- reverse engineer

any part of the Platform without prior written consent.

12.3 Any suggestions, feedback, or ideas provided by the Client or its Users in relation to the Platform may be used by RKMS without restriction. All intellectual property rights in such suggestions shall vest in RKMS, and no payment or attribution shall be due.

13. LIABILITY

To the fullest extent permitted by law:

13.1 The Platform is provided on an "as available" basis.

13.2 RKMS shall not be liable for:

- indirect or consequential losses;
- loss of business, profit, or revenue;
- loss of data (except as required by law);
- failure to achieve certification or compliance;
- downtime or interruption of the Platform;
- security breaches or unauthorised access.

13.3 RKMS's total aggregate liability shall not exceed the fees paid for the relevant Subscription Period.

14. DATA PROTECTION

14.1 RKMS shall comply with applicable data protection legislation.

14.2 The Client acknowledges that data may be processed by RKMS and its service providers where necessary to deliver the Platform.

14.3 RKMS may use third-party service providers to support the delivery of the Platform, including (but not limited to) payment processing, hosting, data storage, and analytics services.

14.4 The Client acknowledges that such third-party providers may process data as part of the operation of the Platform and that their services are subject to their own terms and privacy policies.

14.5 RKMS shall not be responsible for the acts, omissions, or failures of third-party providers, except where required by law.

14.6 In the event of a personal data breach affecting the Client's data, RKMS shall take appropriate steps to investigate and mitigate the impact.

14.7 Where required by applicable data protection legislation, RKMS shall notify the relevant supervisory authority and, where appropriate, the Client, within the timescales prescribed by law.

15. ASSIGNMENT

15.1 The Client may not assign, transfer, or otherwise deal with its rights or obligations under these Terms without the prior written consent of RKMS.

15.2 RKMS may assign or transfer its rights and obligations under these Terms to any affiliate or in connection with a merger, acquisition, restructuring, or sale of all or part of its business.

16. ENTIRE AGREEMENT

16.1 Where issosmart is purchased directly, these Terms (together with any applicable Privacy Policy) constitute the entire agreement between the parties in relation to the Platform.

16.2 Where issosmart is provided as part of a wider Proposal or Agreement, that Agreement shall take precedence, and these Terms shall apply specifically to the issosmart services within that structure.

17. THIRD PARTY RIGHTS

17.1 A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

18. GENERAL

18.1 These Terms shall be governed by the laws of England and Wales, and the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising under or in connection with these Terms.

18.2 RKMS may update these Terms from time to time.

18.3 Updated Terms shall apply to future Subscription Periods.

18.4 If any provision is found to be invalid, the remaining provisions shall remain in force.

18.5 RKMS shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes, pandemics, government action, failure of utilities or internet services, or failure of third-party service providers. In such circumstances, RKMS shall be entitled to suspend, delay, or adjust the provision of the Platform for the duration of the relevant event.

18.6 RKMS may use subcontractors or third-party providers in the delivery of the Platform and related services.

18.7 RKMS reserves the right to modify, update, or enhance the Platform from time to time.