

Terms and Conditions of Business

Last updated: 01.01.2025

These Terms and Conditions (“Terms”) govern the provision of products and services by **Be Tech Secure Ltd** (“we,” “our,” “us”) to business customers (“you,” “your”). By purchasing, subscribing to, or using our products and services, you agree to these Terms.

1. Company Details

Be Tech Secure Ltd
Office 7755, 182-184 High Street North, London, E2 6JA
Registered in England and Wales [Company No.]

2. Scope of Services

1. We act primarily as a **reseller and managed service provider** for third-party cybersecurity products and services (“Vendor Products”).
 2. Our role may include:
 - Licensing and provisioning Vendor Products.
 - Providing support, consultancy, or managed services.
 - Acting as an intermediary between you and the vendor.
 3. Vendor Products are subject to their own licensing terms. By using them, you agree to comply with those vendor-specific terms in addition to these Terms.
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3. Orders and Contracts

1. All orders are subject to acceptance in writing by us.
 2. A contract is formed only when we issue written confirmation, invoice, or deliver the products/services.
 3. Quotations are valid for **30 days** unless otherwise stated.
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4. Pricing and Payment

1. Prices are quoted **exclusive of VAT**, unless stated otherwise.
 2. Payment terms are **14 days net** from invoice date unless otherwise agreed in writing.
 3. We reserve the right to suspend or terminate services for non-payment.
 4. We may adjust pricing for renewals or subscriptions with **60 days’ prior written notice**.
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5. Delivery and Implementation

1. We will use reasonable skill and care to deliver services within agreed timelines, but timeframes are **estimates only**.
 2. Risk passes to you on delivery of digital licenses or login credentials.
 3. Responsibility for system integration, configuration, and compatibility rests with you unless otherwise agreed.
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6. Intellectual Property

1. All intellectual property in Vendor Products remains the property of the vendor.
 2. You are granted a limited, non-exclusive, non-transferable license to use Vendor Products solely for your internal business purposes.
 3. You must not copy, modify, or resell Vendor Products without written consent from the vendor.
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7. Data Protection & GDPR

1. Each party shall comply with its obligations under **UK GDPR and the Data Protection Act 2018**.
 2. We act as a **reseller / processor** for Vendor Products. In some cases, the vendor will be the **data controller**.
 3. You are responsible for ensuring lawful processing of personal data within your organisation.
 4. Where we provide managed services, we will process personal data only in accordance with your documented instructions.
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8. Warranties and Disclaimers

1. Vendor Products are supplied “as is” and subject to the warranties provided by the vendor.
 2. We do not guarantee that Vendor Products will be error-free, uninterrupted, or meet all of your specific business needs.
 3. Our obligation is limited to passing through vendor warranties to you.
 4. Except as expressly set out in these Terms, we disclaim all other warranties, conditions, and representations (express or implied).
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9. Limitation of Liability

1. Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or other liability that cannot be excluded under UK law.
 2. To the fullest extent permitted by law:
 - We shall not be liable for **indirect, special, incidental, or consequential damages**, including loss of profit, revenue, data, or goodwill.
 - Our total aggregate liability in respect of any claim shall not exceed the total fees paid by you to us in the **12 months preceding the claim**.
 3. You acknowledge that primary responsibility for product performance lies with the **vendor**.
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10. Term, Renewal & Termination

1. Subscription services run for the agreed minimum term (usually **12 months**) and auto-renew unless cancelled with **60 days' written notice** before expiry.
 2. Either party may terminate with immediate effect if:
 - The other party materially breaches these Terms and fails to remedy within 30 days.
 - The other party becomes insolvent.
 3. On termination:
 - All unpaid invoices become immediately due.
 - Access to Vendor Products will be revoked.
 - Your obligation to comply with vendor license terms continues post-termination.
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11. Confidentiality

1. Both parties agree to keep confidential any information disclosed in relation to the contract, except where disclosure is required by law.
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12. Force Majeure

We are not liable for failure or delay due to events beyond our reasonable control (including cyberattacks, vendor outages, power failures, strikes, or acts of God).

13. Governing Law and Jurisdiction

1. These Terms shall be governed by and construed in accordance with the laws of **England and Wales**.
2. The courts of England and Wales shall have exclusive jurisdiction over any disputes.

14. Changes to These Terms

We may update these Terms from time to time. Updated versions will be published on our website and apply from the effective date stated.

Final Catch-All Clause

By using our services or purchasing Vendor Products, you acknowledge that Be Tech Secure Ltd's role is primarily as a **reseller and managed services provider**, and that liability for product performance lies with the original vendor, subject to the limitations set out above.