

by ThriveMap Ltd

Terms and Conditions

THRIVEMAP TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

This page (together with our [Website Terms of Use](#), [Acceptable Use Policy](#), [Privacy Policy](#) and [Cookie Policy](#)) tells you information about us and the legal terms and conditions (Terms) on which we provide any of the services (the Services) described on our website thrivemap.io (our site) to you.

These Terms will apply to any contract between us for the provision of Services to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering or subscribing to any Services on our site. Please note that, before ordering or subscribing to any of our Services, you will be asked to agree to these Terms.

If you refuse to agree to these Terms, you will not be able to order or subscribe to any Services on our site.

You should print a copy of these Terms and/or save them to your computer for future reference.

We may amend these Terms from time to time as set out in clause 7. Every time you wish to order or subscribe to any of our Services, please check these Terms to ensure that you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

1 Information about us

- 1.1 thrivemap.io is a website operated by ThriveMap Ltd. We are a limited company registered in England and Wales under company number 09431453 and have our registered office at 44 College Gardens, London, SW177UG.
- 1.2 To contact us, please see our website or email us at hello@thrivemap.io.

2 Use of our site

Your use of our site is governed by our [Terms of Website Use](#) and [Acceptable Use Policy](#). Please take the time to read these, as they include important terms which apply to you.

3 How we use your personal information

We only use your personal information in accordance with our [Privacy Policy](#). Please take the time to read this, as it includes important terms which apply to you.

4 How the contract is formed between you and us

4.1 After you place an order for, or subscribe to, any of our Services, you will receive an email from us acknowledging that we have received your order/subscription request. However, please note that this does not mean that your order/subscription request has been accepted. Our acceptance of your order/subscription request will take place as described in clause 4.2.

4.2 We will confirm our acceptance to you by sending you an email confirming acceptance of your order/subscription request. The Contract between us will only be formed when we send this confirmation to you.

4.3 If we are unable to accept your order/subscription request, we will inform you of this by email. If you have already paid for the Services, we will refund you the full amount as soon as possible.

5 The Services

5.1 We will provide the Services to you:

5.1.1 subject to, and in accordance with, these Terms; and

5.1.2 in all material respects in accordance with any description or specification of the Services as set out on our site or otherwise agreed between us in writing.

5.2 We will have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we will notify you in any such event.

5.3 We warrant to you that the Services will be provided using reasonable skill and care.

6 Your obligations

6.1 You shall:

6.1.1 co-operate with us in all matters relating to the Services;

6.1.2 provide us with such information and materials as we may reasonably require in order to provide the Services, and ensure that such information is accurate in all material respects; and

6.1.3 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start.

6.2 If the performance of any of our obligations under the Contract is prevented or delayed by any act or omission of you or your employees, agents or subcontractors or any failure by you or your employees, agents or subcontractors to perform any relevant obligation, you shall in all circumstances be liable to pay to us on demand all costs, charges and/or losses sustained or incurred by us (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere).

7 Our right to vary these terms

7.1 We may revise these Terms from time to time in the following circumstances:

7.1.1 changes in how we accept payment from you;

7.1.2 changes in relevant laws and regulatory requirements; and/or

7.1.3 changes in the nature of the Services we offer.

7.2 Every time you order or subscribe to any of our Services, the Terms in force at that time will apply to the Contract between you and us.

7.3 Whenever we revise these Terms in accordance with this clause 7, we will use reasonable endeavours to keep you informed and give you notice of this by stating

that these Terms have been amended, and the relevant date, at the top of this page.

8 Charges and payment

- 8.1 The charges payable for the Services will be as set out on our site from time to time (or as otherwise agreed between us in writing). We may also charge you a one-off set-up cost in addition to any ongoing subscription charges payable by you and we will notify you of any such cost prior to you submitting your order/subscription request to us.
- 8.2 The charges payable for the Services may change from time to time, but any changes will not affect any order/subscription request which we have confirmed.
- 8.3 Unless otherwise agreed with us, you will need to pay for the Services either via a link we provide to you or a direct bank transfer at the time you submit your order/subscription request to us.
- 8.4 If we have agreed to invoice you for the charges, you will pay each invoice submitted by us in full, and in cleared funds, via a link we provide to you or to the bank account specified on the invoice, within 30 days following the date of the invoice. Time for payment shall be of the essence of the Contract.
- 8.5 Unless otherwise specified, all amounts payable by you for the Services under the Contract are exclusive of VAT, which shall (if required) be payable by you at the appropriate rate on the same date as the payment to which such VAT relates.
- 8.6 Without prejudice to any other right or remedy that we may have, if you fail to make any payment due to us by the due date for payment, we may charge interest on the overdue amount at the rate of 4% per cent per annum above the Bank of England's base rate from time to time, accruing on a daily basis and compounded quarterly from the due date until actual payment of the overdue amount is made, whether before or after judgment (and you shall pay the interest together with the overdue amount).
- 8.7 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding

required by law). We may at any time, without prejudice to any other rights we may have, set off any liability of you to us against any liability of us to you.

9 Intellectual property rights

9.1 For the purposes of this clause 9, **Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, design rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including, without limitation, know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including, without limitation, all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

9.2 All Intellectual Property Rights arising out of, or in connection with, the provision of the Services shall be owned by us. To the extent that any such Intellectual Property Rights vest in you, you hereby assign those rights to us and agree to execute all documents necessary to give effect to this clause 9.2.

10 Confidentiality

Each party (the **receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (the **disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents, subcontractors and professional advisers who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents, subcontractors and professional advisers comply with the obligations set out in this clause 10 as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract, howsoever arising.

11 Liability

- 11.1 The following provisions set out our entire financial liability (including, without limitation, any liability for the acts or omissions of our employees, agents and subcontractors) to you in respect of:
- 11.1.1 any breach of the Contract howsoever arising;
 - 11.1.2 any use made by you of the Services; and
 - 11.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including, without limitation, negligence) arising under, or in connection with, the Contract.
- 11.2 Nothing in these Terms shall limit or exclude our liability for:
- 11.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or
 - 11.2.2 fraud or fraudulent misrepresentation.
- 11.3 Subject to clause 11.2, our total liability (whether such liability arises in contract, tort (including negligence) or otherwise) to you for any damages loss, costs, claims or expenses of any kind (**Loss**) arising out of, or in connection with, the Contract caused or contributed to by us shall in no circumstances exceed the price paid for the Services.
- 11.4 Subject to clause 11.2, we will under no circumstances whatsoever be liable to you (whether such liability arises in contract, tort (including negligence) or otherwise) for:
- 11.4.1 any loss of profit, loss of sales, loss of business, loss of revenue, loss of business opportunity, loss of or damage to data, information or software, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or any indirect, special or consequential damages, loss, costs, claims or expenses of any kind; and/or
 - 11.4.2 any Loss arising from a failure or delay in performing our obligations under the Contract to the extent that such failure or delay was caused or

contributed to by an act or omission of you or your employees, agents or subcontractors.

- 11.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms or the Contract by statute, common law or otherwise is excluded to the fullest extent permitted by law.
- 11.6 This clause 11 shall survive termination of the Contract.

12 Termination

- 12.1 Either party may terminate the Contract by giving the other party not less than seven days' written notice. However, please note that, if you choose to terminate the Contract then any accepted order/subscription requests as set out in clause 4.2 that are unpaid, remain payable in full, and you will not be entitled to a refund for any credits not used at the point of termination.
- 12.2 We may terminate the Contract with immediate effect by giving written notice to you if:
- 12.2.1 you commit a material breach of the Contract and (where such breach is capable of remedy) fail to remedy that breach within 30 days after your receipt of a notice from us specifying the breach and requiring it to be remedied;
 - 12.2.2 you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) have any partner to whom any of the foregoing apply;
 - 12.2.3 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter

into any compromise or arrangement with your creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;

- 12.2.4 a petition is filed, a notice is given, a resolution is passed or an order is made for, or in connection with, your winding up (being a company) other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;
 - 12.2.5 a creditor or encumbrancer of yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;
 - 12.2.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you (being a company);
 - 12.2.7 the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;
 - 12.2.8 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;
 - 12.2.9 any event occurs or proceeding is taken with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clauses 12.2.2 to 12.2.7 (inclusive);
 - 12.2.10 you suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of your business; or
 - 12.2.11 your financial position deteriorates to such an extent that, in our opinion, your capability adequately to fulfil your obligations under the Contract has been placed in jeopardy.
- 12.3 We may terminate the Contract with immediate effect by giving written notice to you if, where applicable, you fail to pay any amount due under the Contract on the

due date for payment and fail to pay all outstanding amounts within 30 days after being notified in writing to do so.

- 12.4 We may suspend provision of the Services under the Contract or any other contract between us if you become subject to any of the events listed in clauses 12.2.2 to 12.2.11 (inclusive) or we reasonably believe that you are about to become subject to any of them or if you fail to pay any amount due under the Contract on the due date for payment.

13 Consequences of termination

- 13.1 Following termination of the Contract for any reason, you shall immediately pay to us all sums due up to the date of termination (if any).

- 13.2 Termination of the Contract (howsoever caused) shall be without prejudice to:

13.2.1 any other rights which either party may have under the Contract;

13.2.2 any liabilities accrued prior to the date on which termination takes effect;
and

13.2.3 any rights or obligations of a person which are expressly stated to survive, or by their nature survive, termination of the Contract.

14 Force majeure

We shall not in any circumstances have any liability to you under the Contract if we are prevented from, or delayed in, performing our obligations under the Contract or carrying on our business by any event or circumstance beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15 General

15.1 Assignment and other dealings

- 15.1.1 We may at any time assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party or agent.
- 15.1.2 You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights under the Contract or subcontract or delegate in any manner any or all of your obligations under the Contract.

15.2 Notices

- 15.2.1 Any notice, consent, request, demand, approval or other communication to be given or made under, or in connection with, the Contract (each a **Notice** for the purposes of this clause 15) shall be in writing, signed by, or on behalf of, the party giving it and addressed to the other party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause 15, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or email.
- 15.2.2 A Notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.30 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one working day after transmission.
- 15.2.3 The provisions of this clause 15 shall not apply to the service of any proceedings or other documents in any legal action.

15.3 Entire agreement and non-reliance

- 15.3.1 The Contract (including these Terms and any document expressly referred to in them) constitutes the entire agreement between you and us and supersedes all prior agreements, understandings or arrangements (both

oral and written) relating to the subject matter of the Contract. You acknowledge that you have not relied on any statement, promise or representation made or given by, or on behalf of, us which is not set out in these Terms or any document expressly referred to in them, provided that nothing in this clause 15.3.1 shall limit or exclude our liability for fraud or fraudulent misrepresentation.

15.3.2 These Terms apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

15.4 Severance

15.4.1 If any provision of these Terms is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions which shall remain in full force and effect.

15.4.2 If any provision of these Terms is so found to be invalid or unenforceable, but would be valid or enforceable if some part of the provision were deleted, the parties shall agree in good faith amendments to the provision in question to the extent necessary to make it valid and enforceable and to secure for the parties rights and benefits which are as similar as possible to those provided for in these Terms.

15.5 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.6 **No partnership or agency.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

- 15.7 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce these Terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
- 15.8 **Variation.** Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless made in writing, signed by, or on behalf of, each of the parties and expressed to be such a variation.
- 15.9 **Governing law.** These Terms are governed by English law. This means that any Contract, and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with, English law.
- 15.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, any Contract or its subject matter or formation (including non-contractual disputes or claims).