

# Adaptive Business Management Systems Ltd. – Terms of Use

Effective Date: October 3, 2025

## 1. Introduction

These Terms of Use (“Terms”) govern your access to and use of the software, services, and websites provided by Adaptive Business Management Systems Ltd. (“Adaptive BMS”, “we”, “us”). By using our Services, you agree to these Terms. If you are acting on behalf of an organisation, you confirm you have authority to bind that organisation.

If your organisation has a separate Subscriber Agreement with us, that agreement takes precedence.

## 2. Services

“Services” include all our web-based and software applications (including CAPA Manager), interfaces, tools, and websites. Some services may be provided free of charge (e.g. trials or free tier accounts). We reserve the right to modify, suspend, or withdraw any Services at our discretion.

## 3. Eligibility & Accounts

- You must be able to form a legally binding contract under UK law.
- You must provide accurate and current registration details.
- You are responsible for safeguarding your login credentials (“Account ID”) and all activity under your account.
- You must notify us immediately of unauthorised use or breaches of security.

## 4. Acceptable Use

You agree not to use our Services to:

- Break any law or regulation.
- Infringe intellectual property rights of others.
- Upload viruses or malicious code.
- Harass, stalk, defame, or harm others.
- Share sensitive personal data without consent.
- Attempt to bypass, copy, or reverse engineer our Services.
- Publish explicit, hateful, or abusive material.

We reserve the right to suspend or remove content or accounts violating these rules.

## 5. Privacy & Data Protection

Your use of the Services is also governed by our Privacy Policy, available from [www.adaptivebms.com](http://www.adaptivebms.com). We process personal data in compliance with the UK Data Protection Act 2018 and GDPR.

## 6. Intellectual Property

- All intellectual property in the Services is owned by Adaptive BMS and our licensors.
- You are granted a limited, non-exclusive, non-transferable licence to use the Services in accordance with these Terms.
- You retain rights in the content you upload, but you grant us a licence to host, store, and process it solely for the purpose of providing the Services.

## 7. Availability & Modifications

We aim to provide secure, reliable services and strive for at least 99% uptime, but we do not guarantee uninterrupted availability. Maintenance, updates, or unforeseen issues may affect access.

## 8. Termination

We may suspend or terminate your account if you:

- Breach these Terms.
- Fail to pay applicable fees.
- Engage in unlawful or harmful activity.
- If required by law or regulators.

Upon termination, we will make reasonable efforts to allow you to export your data, unless prohibited by law or urgent security reasons.

## 9. Third-Party Links

Our Services may include links to external websites. We are not responsible for the content, availability, or privacy practices of third-party sites.

## 10. Liability

- Services are provided “as is” and “as available.”
- We disclaim all implied warranties (merchantability, fitness for purpose, non-infringement).
- We are not liable for indirect, consequential, or incidental damages, including loss of profits or data.

- Nothing in these Terms limits liability for death, personal injury, fraud, or other matters that cannot be excluded by law.

### **11. Indemnity**

You agree to indemnify Adaptive BMS, its staff, and affiliates against claims or losses resulting from your misuse of the Services, violation of these Terms, or infringement of third-party rights.

### **12. Governing Law**

These Terms are governed by the laws of England and Wales. Disputes will be subject to the jurisdiction of the courts of England and Wales.

### **13. Contact**

For questions or notices:

Adaptive Business Management Systems Ltd.

Email: [info@adaptivebms.com](mailto:info@adaptivebms.com)

Dorset, United Kingdom