Terms of Service

Millbank Technologies Limited ("Millbank", "we", "us", "our") provides the compraPRO software platform ("the Service") under these Terms of Service ("Terms"). By creating an account, signing an order form, or using the Service, you ("Customer", "you") agree to these Terms.

1. Definitions

In these Terms, the following definitions apply:

"Acceptable Use Policy" means the policy describing permitted and prohibited uses of the Service, as updated from time to time.

"Administration Portal" means the part of the Service used by the Customer and its Authorised Users to manage suppliers, data and procurement activities.

"Aggregated Data" means data generated by us from Customer Data that has been anonymised and combined with other data so it does not identify you or any individual.

"Authorised Users" means your employees, contractors and Supplier Users whom you permit to access the Service in accordance with these Terms.

"Customer Data" means all data, content, documents and information submitted, uploaded or transmitted by you or your Authorised Users through the Service, including information relating to your suppliers.

"Data Processing Agreement" means the agreement governing our processing of personal data on your behalf, incorporated into these Terms.

"Documentation" means the user guides, instructions and technical materials made available by us relating to the operation and use of the Service.

"Force Majeure Event" means an event beyond a party's reasonable control, including natural disasters, war, terrorism, civil unrest, failure of utilities or telecommunications, or government action.

"Order Form" means the ordering document or online subscription confirmation setting out your subscription tier, fees and subscription term.

"Service" means the compraPRO software platform, including the Administration Portal, Supplier Portal, underlying technology, and any related features or modules provided by us.

"Subscription Term" means the initial subscription period set out in your Order Form and any renewal periods.

"Supplier Portal" means the part of the Service used by Supplier Users to provide information and interact with the Customer.

"Supplier Users" means individuals employed or engaged by your suppliers whom you invite to access the Supplier Portal.

"Support" means the support services described on our website or in your Order Form.

"Third-Party Services" means any third-party applications, platforms or services that integrate or interoperate with the Service.

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

2. The Service

2.1. compraPRO is a supplier and procurement management platform providing an Administration Portal and Supplier Portal, together with related features described on our website and in your order form.
2.2. We may update or improve the Service over time and will give reasonable notice of any change that materially reduces its functionality.
2.3. We may introduce new features or modules which may be subject to additional fees.
2.4. We may discontinue legacy features that are no longer commercially viable and will give reasonable notice before doing so.
2.5. Where the Service integrates with Third Party Services, we do not control and are not responsible for those services, their availability, performance, or security. You are responsible for ensuring you have the right to use any Third Party Services you connect to the Service.

3. Subscriptions and Fees

3.1. Access to the Service is provided on a subscription basis at the pricing tier set out in your order form.
3.2. Fees are in pounds sterling, exclude VAT (which we will add at the applicable rate), are invoiced in advance and are due within 14 days of invoice date unless otherwise agreed in writing.
3.3. If an invoice is paid late, we may charge interest under the Late Payment of Commercial Debts (Interest) Act 1998.
3.4. Subscriptions renew automatically for successive terms of the same length unless either party gives at least 60 days' written notice before the renewal date.
3.5. We may change our prices from a renewal date by giving you at least 60 days' written notice before that date.
3.6. If you do not accept a price change, you may end your subscription at that renewal date by telling us in writing within 30 days of receiving our notice, even if that is less than the notice period above.
3.7. No refunds are provided for early termination or unused portions of a subscription term.
3.8. Changes to subscription tier (upgrades/downgrades) may be made during a term and fees will be adjusted pro-rata.
3.9. If you issue a purchase order, it is for your own administration only. These Terms and your order form prevail over anything stated in or attached to a purchase order.
3.10. Fees for renewal periods are those notified under clause 2.5 unless otherwise agreed in writing.

4. Licence and Authorised Users

4.1. During your subscription term we grant you a limited right, which is not exclusive and cannot be transferred, to use the Service for your own internal business purposes.
4.2. You may allow access only to your own staff and to your suppliers through the Supplier Portal.
4.3. You must not share login details, resell the Service, or give access to anyone else.

4.4. You are responsible for everything done by your staff and suppliers you allow to use the Service.
4.5. The person accepting these Terms for a business confirms they have authority to bind it.
4.6. You must ensure that only authorised individuals access the Service and that they comply with these Terms.
4.7. Competitor Access Restriction: You must not permit access to any person or entity developing or offering a competing procurement, quality, or supplier management platform.
4.8. You must not attempt to circumvent subscription tier limits or technical restrictions.
4.9. Customer Responsibilities: You are responsible for ensuring that your use of the Service complies with applicable law, for the actions of Authorised Users and Supplier Users, and for maintaining appropriate backups of any critical information outside the Service.

5. Your Account and Data

5.1. You are responsible for maintaining the confidentiality of your account credentials and for all activity under your account.
5.2. You are responsible for the accuracy of data you or your suppliers input into the Service.
5.3. You retain ownership of all data you submit to the Service ("Customer Data").
5.4. You confirm that you have all the necessary rights to upload Customer Data and that its use within the Service complies with applicable law, including Data Protection law.
5.5. We will process Customer Data only to provide the Service, and in line with our Privacy Policy and Data Processing Agreement.
5.6. We may use anonymised and aggregated data for analytics, benchmarking and improving the Service, provided it does not identify you or your suppliers.
5.7. We will protect Customer Data using reasonable technical and organisational security measures and will store it in the UK and European Economic Area.
5.8. We keep backups for 30 days.
5.9. We will not move Customer Data outside the UK and European Economic Area unless the law allows it and the safeguards that data protection law requires are in place.
5.10. We will not use Customer Data to train or improve any artificial intelligence features, whether ours or a third parties.
5.11. We may use subcontractors and hosting providers to deliver the Service, and we remain responsible for them.

6. Supplier Users

6.1. The Service allows you to invite your suppliers to use a Supplier Portal.
6.2. You are responsible for ensuring you have the right to share relevant information with your suppliers through the Service, and for your suppliers' compliance with the acceptable use terms in Section 7.
6.3. The Service is a tool for managing your relationships with your suppliers. We are not a party to any contract, order or dealing between you and a supplier, and we do not verify, endorse or guarantee any supplier or any information a supplier provides through the Service.
6.4. We do not verify the identity, legitimacy or suitability of any supplier.
6.5. The Service does not provide legal, compliance or procurement advice.
6.6. We are not responsible for any actions or omissions of Supplier Users.
6.7. You are responsible for ensuring that any information you share with suppliers through the Service is lawful and appropriate.
6.8. You are responsible for deciding whether to buy from a supplier and for checking their credentials, suitability and performance. We are not liable for any loss arising from your dealings with a supplier.

6.9. Where the Service connects with third party services, we do not control them and are not responsible for their availability or performance.

7. Intellectual Property

7.1. Millbank owns all right, title and interest in the Service, including all software, features and underlying technology. Nothing in these Terms transfers any intellectual property in the Service to you. You retain all rights in your Customer Data.

7.2. If you provide feedback or suggestions about the Service, you grant us a perpetual, irrevocable, royalty-free licence to use them without obligation.

8. Acceptable Use

8.1. You will not use the Service to store or transmit unlawful content, attempt to breach its security, reverse engineer the software, or use it in a way that disrupts other customers' access.

8.2. You must not upload malware, attempt automated scraping, perform bulk data extraction, or use automated tools to access the Service.

8.3. You must comply with our Acceptable Use Policy (AUP), which we may update from time to time.

9. Availability and Support

9.1. We will use reasonable efforts to keep the Service available, excluding scheduled maintenance and matters outside our reasonable control.

9.2. In the event the Customer requests technical assistance, the Customer must provide all necessary and complete information, including relevant data, as is reasonably requested by the helpdesk team to facilitate effective support.

9.3. We provide Support via email during business hours Monday-Friday (9am-5pm UK time, excluding Public Holidays in England). Support requests may be submitted via support@millbanktech.com

9.4. We shall use commercially reasonable efforts to ensure that the Service is available 99.5% of the time each calendar month, excluding (a) planned maintenance notified at least 48 hours in advance; (b) emergency maintenance; (c) unavailability caused by issues within the Customer environment; (d) a Force Majeure event.

9.5. We do not guarantee support for outdated browsers or unsupported operating systems.

10. Suspension

10.1. We may suspend your access to the Service if: (a) an undisputed invoice remains unpaid 10 days after we send you a written reminder; (b) we reasonably believe it is necessary to protect the security of the Service or other customers; or (c) the law or a public authority requires it.

10.2. We may also suspend access if you breach the Acceptable Use terms.

10.3. We will restore access as soon as the reason has been resolved. Suspension does not stop fees accruing.

11. Confidentiality

11.1. Each party will keep the other's confidential information confidential and use it only to perform its obligations under these Terms.

11.2. Confidential information does not include information that is public, already known, independently developed, or lawfully received from a third party.

11.3. If a party is required by law to disclose confidential information, it will give the other party notice where legally permitted.

12. Warranties and Disclaimers

12.1. We warrant that during your subscription the Service will operate substantially as described on our website and in your order form. Beyond that, the Service is provided as it is. We do not promise that it will be uninterrupted or free of errors. Results depend on the data that you and your suppliers enter, and you should keep your own records of anything important.

12.2. We do not provide legal, procurement or compliance advice. You are responsible for verifying supplier credentials and suitability.

12.3. Where third-party integrations are provided they are “as-is” and we are not responsible for their availability or performance.

12.4. To the extent the law allows, all terms and warranties not set out in these Terms are excluded.

12.5. We do not guarantee the accuracy, completeness or reliability of any data provided by Supplier Users.

13. Liability

13.1. Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be limited under English law. Subject to that, our total liability arising from or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, is limited to the fees paid or payable by you in the 12 months before the claim arose.

13.2. We are not liable for third-party services, integrations or systems outside our control.

13.3. We are not liable for indirect or consequential loss, or for loss of profit, revenue, business, goodwill or anticipated savings, or for loss or corruption of Customer Data caused by you, your suppliers or your own systems.

13.4. For breaches of our data protection obligations, our liability cap is 2 times the annual fees.

14. Term and Termination

14.1. These Terms continue for the subscription term set out in your order form.

14.2. Either party may terminate for material breach not remedied within 30 days of written notice. On termination, your access to the Service ends.

14.3. We will make Customer Data available for export for 30 days, after which it will be deleted in accordance with our data retention policy.

14.4. Either party may also end these Terms immediately by written notice if the other becomes insolvent, enters administration or liquidation, or cannot pay its debts as they fall due.

14.5. We may terminate immediately for repeated minor breaches that materially impact the Service or other customers.

14.6. We may retain anonymised analytics after termination.

14.7. We may retain logs for security and compliance purposes.

15. Force Majeure

15.1. Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including fire, flood, war, terrorism, civil unrest, failure of public utilities or telecommunications networks, or government action, provided it tells the other party promptly and does what it reasonably can to limit the effect. This does not excuse payment of fees.

15.2. If the event continues for more than 60 days, either party may end these Terms by giving 7 days' written notice.

15.3. Force majeure does not excuse confidentiality obligations.

16. Changes to These Terms

16.1. We may update these Terms from time to time. We will give at least 30 days' notice of material changes. Continued use of the Service after that date constitutes acceptance.

16.2. If a change materially reduces your rights, you may terminate before the change takes effect.

17. General

17.1. Entire agreement: These Terms, your order form, our Privacy Policy and the Data Processing Agreement are the entire agreement between us on this subject and replace all earlier discussions and understandings.

17.2. No waiver: If either party delays in enforcing a right, that does not mean the right is given up. Severability: If any part of these Terms is found to be unenforceable, the rest continues to apply.

17.3. Order of Precedence: If there is any conflict, the order form prevails over these Terms, which prevail over the Privacy Policy and Data Processing Agreement.

17.4. Assignment: You may not transfer these Terms without our written consent, which we will not unreasonably withhold. We may transfer them to a company in our group, or to a buyer or successor of our business, and will tell you if we do.

17.5. Third party rights: Only you and we can enforce these Terms. No one else has any rights under the Contracts (Rights of Third Parties) Act 1999.

17.6. Notices: Notices must be in writing and sent by email or through the Service, to the details on your account or those set out below. An email sent before 5pm on a business day is treated as received that day, and otherwise on the next business day.

17.7. Relationship: Nothing in these Terms makes either party the partner or agent of the other. Feedback: If you give us suggestions or feedback about the Service, we may use them freely without payment or credit to you.

17.8. These Terms are drafted in English. Any translations are for convenience only.

18. Governing Law

These Terms are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute.

19. Contact

Questions about these Terms can be sent to info@millbanktech.com.