

# TERMS OF SERVICE

DiliDue Ltd.

**Last Updated:** 08 January 2026

These Terms of Service ("**Terms**") govern your use of our website and services provided by **DiliDue Ltd.**, a company incorporated in Scotland with company number SC829623 and having its registered office at 272 Bath Street, Glasgow, Scotland, G2 4JR, United Kingdom ("**DiliDue**", "**we**", "**us**", or "**our**").

By using our website or services, you ("**you**" or "**User**") agree to be bound by these Terms.

## 1. DEFINITIONS AND SCOPE

- 1.1. **Our Services** include our website, AI-powered risk assessment tools, trial accounts, documentation, and related services;
- 1.2. **Your Account** means any registered user account you create with us;
- 1.3. **Your Content** means any data, information, or content you provide to us;
- 1.4. **AI Models** means our proprietary artificial intelligence algorithms and machine learning models;
- 1.5. **Confidential Information** means our proprietary technology, business information, and any information marked as confidential;
- 1.6. **Paid Services** are subscription services governed by a separate Master Service Agreement (MSA); and
- 1.7. **Documentation** means our user guides, help materials, and technical specifications.

## 2. USING OUR SERVICES

- 2.1. **Eligibility:** You must be at least 18 years old, have authority to agree to these Terms, and represent that all information you provide is accurate.
- 2.2. **Account Security:** You're responsible for:
  - (a) maintaining the confidentiality of your account credentials;
  - (b) all activities that occur under your account;
  - (c) immediately notifying us of any unauthorised use; and
  - (d) ensuring your contact information remains current.
- 2.3. **Trial Services:** We may offer free trials with limited features and duration. These are provided "as is" without service level commitments or warranties.
- 2.4. **Usage Limits:** We may impose reasonable usage limits on trial accounts, including data storage, processing volume, and feature access.
- 2.5. **Upgrading:** If you purchase Paid Services, our Master Service Agreement will govern those services and supersede these Terms for the paid relationship.

## 3. ACCEPTABLE USE AND RESTRICTIONS

- 3.1. **Permitted Use:** Use our services lawfully, in accordance with these Terms, and for legitimate business purposes only.
- 3.2. **Prohibited Activities:** You must not:
  - (a) violate any applicable laws or regulations;
  - (b) infringe any intellectual property or other proprietary rights;

- (c) upload harmful, offensive, defamatory, or inappropriate content;
- (d) attempt to gain unauthorised access to our systems or other users' accounts;
- (e) interfere with, disrupt, or impose unreasonable loads on our services;
- (f) use our services to compete with us or develop competing products;
- (g) reverse engineer, decompile, or attempt to derive our AI Models or source code;
- (h) use automated tools, bots, or scrapers without our written permission;
- (i) exceed any usage limits or quotas we impose;
- (j) share account credentials with third parties; or
- (k) circumvent any security measures or access controls.

3.3. **Monitoring:** We reserve the right to monitor usage for compliance, security, and service improvement purposes.

3.4. **Enforcement:** We may suspend, restrict, or terminate your access immediately for violations, with or without notice.

#### **4. INTELLECTUAL PROPERTY AND CONTENT**

4.1. **Our Ownership:** We own all rights, title, and interest in:

- (a) our services, website, and software;
- (b) AI Models and underlying technology;
- (c) Documentation and related materials;
- (d) trademarks, logos, and branding; and
- (e) improvements and derivative works.

4.2. **Your Content:** You retain ownership of Your Content but grant us a worldwide, non-exclusive, royalty-free licence to use, store, and process it solely to provide our services.

4.3. **Data Usage Restrictions:** We will not:

- (a) use Your Content to train our AI Models;
- (b) share Your Content with third parties without consent; or
- (c) use Your Content for any purpose other than service provision.

4.4. **Feedback and Suggestions:** Any feedback, suggestions, or enhancement requests you provide may be used by us without compensation, but we will not disclose the source.

4.5. **Protection of Confidential Information:** You acknowledge our Confidential Information is valuable and agree not to access, copy, or reverse engineer our proprietary technology.

#### **5. PRIVACY, DATA PROTECTION, AND SECURITY**

5.1. **Privacy Policy:** Our Privacy Policy, incorporated by reference, explains how we collect, use, and protect your information.

5.2. **Data Protection Compliance:** We process personal data in accordance with:

- (a) UK General Data Protection Regulation;
- (b) Data Protection Act 2018; and
- (c) other applicable data protection laws.

- 5.3. **Data Location:** Your data is processed and stored within the United Kingdom unless otherwise agreed in writing.
- 5.4. **Security Measures:** We implement appropriate technical and organisational security measures, including encryption and access controls.
- 5.5. **Data Breach Notification:** We will notify you promptly of any security incidents affecting your data.
- 5.6. **Your Security Obligations:** You must implement appropriate security measures for accessing our services and promptly report any suspected security issues.

## 6. SERVICE AVAILABILITY AND DISCLAIMERS

- 6.1. **"As Is" Provision:** Our services are provided "as is" and "as available" without warranties of any kind.
- 6.2. **No Service Level Guarantees:** For trial services, we make no commitments regarding:
  - (a) availability, uptime, or performance;
  - (b) error-free operation;
  - (c) compatibility with your systems; or
  - (d) meeting your specific requirements.
- 6.3. **Disclaimer of Warranties:** To the maximum extent permitted by law, we disclaim all warranties, whether express, implied, or statutory, including merchantability, fitness for purpose, and non-infringement.
- 6.4. **Your Compliance Responsibility:** You're solely responsible for ensuring your use complies with all applicable laws, regulations, and industry standards.
- 6.5. **Third-Party Integration:** We're not responsible for the availability, functionality, or security of third-party services or integrations.

## 7. LIABILITY LIMITATIONS AND EXCLUSIONS

- 7.1. **Liability Cap:** Our total aggregate liability to you for all claims arising from these Terms or our services is limited to the greater of:
  - (a) any fees you've paid us in the twelve (12) months preceding the claim; or
  - (b) £1,000.
- 7.2. **Excluded Damages:** We're not liable for any indirect, incidental, special, consequential, or punitive damages, including:
  - (a) loss of profits, revenue, or business opportunities;
  - (b) business interruption or loss of use;
  - (c) loss or corruption of data;
  - (d) cost of substitute services; or
  - (e) loss of goodwill or reputation.
- 7.3. **Legal Exceptions:** Nothing in these Terms limits our liability for:
  - (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) wilful misconduct; or
  - (d) any liability that cannot be excluded by law.

- 7.4. **Claims Period:** You must bring any claims within twelve (12) months of the event giving rise to the claim or when you reasonably should have discovered it.
- 7.5. **Sole Remedy:** Your exclusive remedy for service issues is termination of your account.

## 8. INDEMNIFICATION AND PROTECTION

- 8.1. **Your Indemnification:** You agree to indemnify, defend, and hold us harmless from any claims, damages, losses, costs, and expenses (including reasonable legal fees) arising from:
  - (a) your use of our services in violation of these Terms;
  - (b) Your Content or any data you provide;
  - (c) your violation of any laws, regulations, or third-party rights;
  - (d) your breach of these Terms;
  - (e) your negligent or wilful misconduct; or
  - (f) any claims by third parties related to your use of our services.
- 8.2. **Our Protection:** We will defend you against claims that our services infringe third-party intellectual property rights, provided you:
  - (a) give us prompt written notice of the claim;
  - (b) grant us sole control of the defence and settlement; and
  - (c) provide reasonable cooperation and assistance.
- 8.3. **Indemnification Process:** The indemnified party must promptly notify the indemnifying party of any claims and cooperate in the defence.

## 9. ACCOUNT TERMINATION AND SUSPENSION

- 9.1. **Termination by You:** You may terminate your account at any time by:
  - (a) using account deletion features in our platform;
  - (b) contacting us at [[legal@dilidue.co.uk](mailto:legal@dilidue.co.uk)]; or
  - (c) ceasing to use our services.
- 9.2. **Termination by Us:** We may suspend, restrict, or terminate your access immediately if you:
  - (a) materially breach these Terms;
  - (b) engage in fraudulent, illegal, or harmful activities;
  - (c) pose a security or reputation risk;
  - (d) violate our acceptable use provisions; or
  - (e) fail to pay any applicable fees.
- 9.3. **Effect of Termination:** Upon termination:
  - (a) your right to use our services immediately ceases;
  - (b) you must stop accessing our services and delete any downloaded materials;
  - (c) we may delete your account and associated data after thirty (30) days' notice;
  - (d) you remain liable for any fees incurred before termination; and
  - (e) provisions relating to intellectual property, liability, indemnification, and governing law survive.

9.4. **Data Retrieval:** During the thirty (30) day period following termination, you may request export of Your Content in a standard format.

## 10. COMPLIANCE AND EXPORT CONTROLS

10.1. **Export Compliance:** Our services may be subject to UK, EU, US, and other export control laws and regulations.

10.2. **Your Compliance Obligations:** You represent and warrant that you:

- (a) will comply with all applicable export control and sanctions laws;
- (b) are not located in, or a national of, any sanctioned country or territory;
- (c) are not listed on any government restricted party lists; and
- (d) will not use our services for any prohibited end uses.

10.3. **Regulatory Changes:** We may modify our services or restrict access to comply with changing legal requirements.

## 11. GENERAL PROVISIONS

11.1. **Agreement Modifications:** We may update these Terms by posting revised Terms on our website. Material changes will be notified via email or platform notice. Continued use constitutes acceptance of modifications.

11.2. **Entire Agreement:** These Terms constitute the complete agreement between you and us regarding website and trial usage. Paid Services are governed by separate Master Service Agreements.

11.3. **Severability:** If any provision is found invalid or unenforceable, the remainder of these Terms remains in full effect.

11.4. **No Waiver:** Our failure to enforce any provision doesn't constitute a waiver of our rights.

11.5. **Assignment:** You may not assign these Terms without our written consent. We may assign these Terms without restriction.

11.6. **Third-Party Rights:** These Terms don't create rights for any third parties.

11.7. **Force Majeure:** We're not liable for delays or failures due to circumstances beyond our reasonable control, including natural disasters, government actions, cyber attacks, or infrastructure failures.

11.8. **Relationship:** These Terms don't create a partnership, joint venture, employment, or agency relationship.

11.9. **Independence and No Affiliation:** DiliDue Ltd. is an independent company and operates separately from any university or higher education institution. DiliDue Ltd., its services, and any associated tools are not affiliated with, endorsed by, sponsored by, or otherwise connected to any university or higher education institution. Any content, outputs, or services provided by DiliDue Ltd. represent the views of DiliDue Ltd. only.

11.10. **Notices:** We may provide notices via email, platform notifications, or postal mail to your registered address. You should send notices to us at [legal@dilidue.co.uk](mailto:legal@dilidue.co.uk).

11.11. **Survival:** Provisions relating to intellectual property, confidentiality, liability, indemnification, and governing law survive termination.

## 12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. **Governing Law:** These Terms are governed by and construed in accordance with Scots law.

- 12.2. **Jurisdiction:** The Scottish courts have exclusive jurisdiction over any disputes arising from these Terms.
- 12.3. **Dispute Resolution Process:** Before initiating legal proceedings, parties agree to attempt good faith negotiations for thirty (30) days following written notice of the dispute.
- 12.4. **Time Limitations:** Any legal action must be commenced within twelve (12) months of the cause of action arising.

### **13. CONTACT INFORMATION**

- 13.1. For questions about these Terms, contact us at:
  - (a) **Email:** [legal@dilidue.co.uk](mailto:legal@dilidue.co.uk)
  - (b) **Address:** DiliDue Ltd., 272 Bath Street, Glasgow, Scotland, G2 4JR, United Kingdom

**By using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.**

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**DiliDue Ltd.**

**Company Number:** SC829623

**Registered Office:** 272 Bath Street, Glasgow, Scotland, G2 4JR, United Kingdom