GOAT Risk™ Terms of Use
Last updated 31st March 2025

Welcome to GOAT, we're excited to have your interest and are keen to support your organisation's risk management. We need you to review and accept these Terms of Use so that it's clear what we expect of you and what you can expect from us.

These are legal rights and obligations, so we encourage you to read thoroughly. If you can't agree to our terms, then unfortunately, you won't be able to use our services. If you have questions or comments after you've read these terms, please get in touch at info@goatrisksolutions.com and we'll do what we can to help.

This Terms of Use is provided by GOAT Risk Solutions Limited, a UK registered company (company number: 11301188) (herein "GOAT"). By accepting these terms, you are forming a binding agreement governed by English Law.

The Effective Date is the date in which an instance of GOAT is created for your use.

1. Use of GOAT Risk™ and general terms

1.1 You and GOAT. When we say "You" or "Your", we mean you and the entity or organisation that you are authorised to represent. When we say "GOAT", "we" or "our", we're talking about the GOAT entity that you are in contract with and pay fees to.

1.2 Our services. We will provide you and your users with exclusive use of your own instance of the latest version of GOAT Risk™ from the Effective Date for as long as you continue to pay for the subscription, and you will become the Administrator.

1.3 As the main system Administrator i.e. not added as a joint Administrator, you shall:

> **1.3.1** Have complete access to the content within your instance of GOAT Risk™.

> **1.3.2** Take responsibility for controlling how your Subscription is managed including exclusive access to creating templates, editing tips and definitions, being informed of all escalations and incidents.

> **1.3.3** Control who can access your instance of GOAT Risk™ including suspending, re-instating or removing users invited by other users.

> **1.3.4** Become the first port of call to support your users.

> **1.3.5** Assume responsibility for all your users' activity.

> **1.3.6** Pay for subscription fees as per terms set out in section 2 Pricing.

1.4 Your users. We know effective risk management involves broad engagement of board and committee members, leaders, team members and other internal and external stakeholders. You and your users can invite additional users into the system simply by entering their e-mail address. You and all your users are subject to this Terms of Use.

1.5 Data generally. You shall always own your data, and you expressly agree to have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of your data. GOAT shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your data caused by you or your users.

1.6 GOAT's intellectual property. GOAT alone shall own all right, title, interest all related Intellectual Property Rights, in and to GOAT Risk™, including the software and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any related party. The subscription and use of GOAT does not convey to you any rights of ownership in or related to GOAT Risk™ or the Intellectual Property Rights owned by GOAT where applicable. The GOAT name, the GOAT logo, and the product names associated with GOAT Risk™ are trademarks of GOAT, and no right or license is granted to use them unless prior written consent is granted by us.

2.Pricing

2.1 Free trial subscriptions. When you first sign up, you may be given a free trial, based on terms specified in the offer. If you choose to continue using our services after the trial period, you will need to enter your billing details into GOAT Risk™ during the trial period (for monthly plans), or instruct us to raise an invoice (for annual plans).

2.2 GOAT pricing plans. GOAT Risk™ is offered on a subscription basis with prices set out on our Pricing page on our website. The price depends on the plan you choose and various factors as set out below. Your plan and billing information can be accessed and edited in the Billing Information section with GOAT Risk™.

> **2.2.1** The Starter plan provides 1 Risk Profile and up to 5 Users. Additional costs as specified will be applied when additional Users are created. If additional Profiles are created, the plan (if paid monthly) will automatically upgrade to the appropriate package affecting the next subscription fee. For annual subscriptions, a pro-rata invoice will be raised.

> **2.2.2** The Standard plan includes 10 Users and up to 5 Profiles with additional charges applied as additional Users are created in the system. If additional Profiles are created, the plan (if paid monthly) will automatically upgrade to the appropriate package affecting the next subscription fee. For annual subscriptions, a pro-rata invoice will be raised.

2.2.3 The Enterprise plan includes unlimited Profiles and up to 30 users with additional charges applied in bundles of 10 as Users are created in the system.

2.2.4 The Enterprise PRO plan includes unlimited Profiles and up to 50 users with additional charges in bundles of 10 as users are added to the system and include access to Pro features as listed on the website.

2.2.5 The Enterprise PRO + Control Assurance plan includes unlimited Profiles and up to 60 users with additional charges in bundles of 10 as users are added to the system and include access to Pro features as listed on the website.

2.2.6 All annual subscription plans offer 12 months for the price of 10.

2.2.7 Single Sign On is available on any subscription plan for an additional annual cost and a one-off set-up fee.

2.2.8 If there are any changes to our terms or pricing plans, these will not apply retrospectively and will communicate these changes by email to You the subscriber.

2.3 30 Day Money Back Guarantee. GOAT provides a 30 day money back guarantee on all new paid subscriptions including monthly and annual plans. If you are not fully satisfied with GOAT Risk™, simply send an email to support@goatrisksolutions.com with the subject line '30 Day Money Back Guarantee' within 30 days of your subscription start date.

2.4 VAT, GST and other sales taxes. UK VAT at the prevailing rate applies as appropriate to all GOAT subscriptions and any consulting fees agreed. You are responsible for paying all other external fees and taxes associated with your use of our services wherever levied. We may collect geographical location information to determine your location, which may be used for tax purposes. This means location information you give us must be accurate for tax residency purposes.

2.5 Importance of timely payments. In order to continue accessing our services, you need to make timely payments based on the selected pricing plans and usage. To avoid delayed or missed payments, please ensure we have accurate and up to date payment information in the system. If we don't receive timely payments, we may suspend access to your subscription until the payment is made.

3. Use of data, privacy and information security

3.1 Use of data. When you or your users enter data into GOAT Risk™, this is your data but you grant GOAT employees or contractors who need to access this data to provide services to you or in the course of conducting our normal business operations. GOAT maintains appropriate physical, electronic, and procedural safeguards to protect your data which we class to be highly confidential, personal and sensitive.

3.2 We will not sell, license, transmit or disclose this information outside of GOAT unless you expressly authorise us to do so.

3.3. Anonymised statistical data. When you use our services, we may create anonymised statistical data from your data and usage of our services, including through aggregation. Once anonymised, we may use it for our own purposes, such as to provide and improve our services, to develop new services or product offerings, or to identify business trends and insights.

3.4 Data privacy. GOAT respects your privacy and take data protection seriously. GOAT shall use all reasonable endeavours to maintain and handle all of your data in accordance with privacy and security measures reasonably required to preserve the confidentiality and security of your data and in accordance with the provisions of the UK General Data Protection Regulation (GDPR) and UK General Data Protection Regulation and the EU General Data Protection Regulation (GDPR). In addition to these terms, our Privacy Policy sets out how we process and protect personal, sensitive, commercial and confidential data.

3.5 Confidentiality. We take reasonable precautions to protect your confidential information and expect that you will do the same for ours. While using our services, you may share confidential information with us, and you may become aware of confidential information about us. We both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. You or GOAT may share each other's confidential information to legal or regulatory authorities if required to do so.

3.6 Security. We know the importance of data security. We have invested in technical, physical and administrative safeguards to do our part to help keep your data safe and secure. GOAT Risk™ is a cloud-based solution hosted by Microsoft Azure and benefits from Microsoft's commitment to the protection and privacy of data including compliance with the international cloud privacy standard ISO 27018. Visit https://azure.microsoft.com/en-gb/overview/trusted-cloud/ for more information on how data on GOAT Risk™ is protected.

3.7 Two factor authentication. GOAT provides optional two factor authentication (2FA) via recognised authentication mobile app at no additional cost for each client instance i.e. all users within a client will have 2FA enabled or disabled. If 2FA is enabled, reverting to 1FA will incur an additional £550 charge.

3.8 In case of breach. Despite heavy investment and best endeavours, no methods of electronic storage is completely secure and we can not guarantee absolute security. We will notify you if there appears to be unauthorised access to your data and we may also restrict access to our services until you verify that access was by an authorised user.

3.9 Your role in protecting your data. You have an important part to play by keeping your login details secure, not letting any other person use them and by making sure you have strong security on your systems and devices. If you realise there has been unauthorised use of your password or any breach of security to your account or e-mail address, you need to let us know immediately.

4. Maintenance and System Support

4.1 Availability. We strive to maintain the availability of our services and provide e-mail support during UK business hours 09:00 - 18:00. On occasion, we may need to perform maintenance on our services which may require a period of downtime. Where planned maintenance is being undertaken, we typically do this during non-UK business hours and will aim to minimise business impacts.

4.2 Support. We have provided User Support training videos and documentation in the Support and Training section within GOAT Risk™. Your users should contact you the Administrator as a first port of call and If you with our resources are not able to address your issues, you can contact support@goatrisksolutions.com and we will use our best effort to respond and address your questions within 24hrs.

4.3 Regular improvements and releases. We are always seeking to improve our services and will frequently release new features and functions. Where this occurs, we'll endeavour to notify you by e-mail.

4.4 No compensation. Even the best systems and software could have downtime and we will always put our best efforts to avoid and minimise impacts but whatever the cause, access issues or data loss, we do not offer compensation.

5. Restrictions

5.1 Subject to the terms and limitations set forth in this document and provided that you are in compliance with our Terms of Use, GOAT hereby grants to you, on a subscription basis only, a revocable, worldwide, non-exclusive, non-sub-licensable, non-transferable right for your users to use your configuration of GOAT Risk™, solely for your own internal business purposes. To the extent necessary in the provision of their services to you, your affiliates and contractors are entitled to access and use GOAT Risk™ in accordance with these terms and are entitled to all rights and benefits granted to you hereunder as long as you remain accountable for their acts or omissions relating these terms.

5.2 You agree that you shall not:

> **5.2.1** license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, or otherwise commercially exploit or make available to any third-party GOAT Risk™ in any way;
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> **5.2.2** modify or make derivative works based upon GOAT Risk™;
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> **5.2.3** create Internet "links" to GOAT Risk™, "frame", "mirror" or "copy" any content other than on your own intranets or otherwise for your own internal business purposes; or,
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> **5.2.4** reverse engineer or access GOAT Risk™ in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of GOAT Risk™, or (c) copy any ideas, features, functions or graphics of GOAT Risk™.

5.3 User access and passwords cannot be shared or used by more than one individual. You shall have the right to edit, manage or deactivate Users. At all times, you shall not permit User access sharing.

5.4 You may use GOAT Risk™ only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, defamatory, or otherwise unlawful material, including material that is harmful to children or violates third party privacy rights; (iii) send or store viruses, worms, time bombs or other harmful or malicious code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of GOAT Risk™ or the data contained therein; or (v) attempt to gain unauthorised access to GOAT Risk™.

6. Termination

6.1 Terminating your subscription. You can terminate your subscription at any time by e-mailing us at info@goatrisksolutions.com. In rare cases (for monthly subscribers only), there may be one additional transaction before termination. The system including all data within can be accessed for 30 days after the last transaction date. If you are on a free trial period, you do not need to provide notice of termination as we will assume You only want to continue the Subscription if you enter your billing details.

6.2 Termination by GOAT. GOAT may terminate or suspend your subscription immediately if:

> **6.2.1** You breach any of these terms and do not or cannot remedy within 14 calendar days after receiving notice of the breach

> **6.2.2** You fail to pay subscription fees; or,

> **6.2.3** You or your business becomes insolvent, your business goes into liquidation or has a received or manager appointed over any of its assets, or become subject to any similar insolvency event in any jurisdiction.

6.3 No refunds. No refund is due to you if you terminate your subscription or GOAT terminates it in accordance with these terms.

6.4 Suspension of service. You will continue to be charged and accountable for subscriptions during any period of suspension regardless of length of suspension.

6.5 Access and retention of your data. In the event your subscription expires or terminates for any reason, you may request GOAT make available to you a file of your data in CSV file format (a one time charge of £550 will apply for this optional service). Full data extracts to unformatted XLS are available on Enterprise subscription plans and above. Furthermore, you agree and acknowledge that GOAT has no obligation to retain your data and thus GOAT may delete your data after thirty (30) days of the effective date of termination.

7. Liability and Indemnification

7.1 You indemnify GOAT. You indemnify GOAT, our affiliates, officers, directors, employees, and contractors against all loses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with a third party claim against us relating to Your use of our services, except as far as we are at fault.

7.2 Disclaimer of GOAT's Warranties. GOAT warrants that:

> **7.2.1** we have the right to grant subscriptions to use GOAT Risk™ as set out in this Terms of Use;

> **7.2.2** our services will materially perform in conformity with this Terms of Use;

> **7.2.3** we have not knowingly included any viruses with the software and the medium on which it was originally provided to you; and,

> **7.2.4** we will support and continue to improve GOAT Risk™ with reasonable skill and care conforming to generally accepted software industry standards.

7.3 Limitation of liabilities. Other than liability that we can't exclude or limit by law, our liability to you in connection with our services or these terms, is limited as follows:

> **7.3.1** We have no liability arising from your use of our services for any management actions, decisions, or lack of management actions or decisions resulting in loss of revenue or profit, goodwill, customers, capital, anticipated savings, legal, tax or compliance issues, or damage to reputation.

> **7.3.2** For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.

> **7.3.3** Our total aggregate liability to you in any circumstances is limited to the total amount you paid us for your subscription in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.

7.4 No Warranties from Microsoft. GOAT Risk™ is hosted by Microsoft Azure, notwithstanding any agreements and warranties in place between Microsoft and GOAT, Microsoft provide no warranty of any kind to you or any other GOAT clients.