

EBC GLOBAL LTD

FREE 12-DAY TRIAL AND SUBSCRIPTION AGREEMENT - PRO

IMPORTANT NOTICE

By creating an account, accessing the platform, or continuing with the 12-day free trial, you confirm that you have read, understood and agree to be legally bound by this Agreement.

If you do not agree to these terms, you must not proceed or use the Services.

The individual accepting these terms confirms they have authority to bind the Customer to this Agreement.

This Agreement includes a free 12-day trial. Unless cancelled in writing before 5:00pm (UK time) on the final day of the trial, it will automatically convert into a 24-month paid subscription.

PARTIES

1. **EBC Global Ltd**, a company incorporated in England and Wales under company number 10115814 whose registered office is at Lambourne House, Lambourne Crescent, Cardiff, South Glamorgan, Wales, CF14 5GL (**Provider**); and
2. The organisation or individual registering for and/or using the Services (**Customer**).

1. COMMERCIAL TERMS

- **Product:** Employment Check Pro
- **Trial Period:** 12 calendar days from the Trial Start Date
- **Subscription Fee after Trial:** £299.00 per month, exclusive of VAT (includes one user licence)
- **Additional User Licences:** Charged at the Provider's prevailing rates

- **Minimum Term after Trial:** 24 months
- **Billing Frequency:** Monthly in advance by Direct Debit
- **Transactional Checks:** Pay-per-check at the Provider's prevailing agreed rates
- **Annual Check Commitment Discount:** A 15% discount may be applied where an annual committed volume is agreed in writing
- **Setup / Configuration Fee:** £0
- **Training Fee:** £0 unless agreed separately in writing
- **Trial Start Date:** The date login credentials are issued by the Provider

2. TERM AND ACCEPTANCE

2.1 This Agreement begins on the Trial Start Date.

2.2 The Customer will receive a free 12-day trial from the Trial Start Date.

2.3 Unless cancelled in writing before **5:00pm (UK time)** on the final day of the trial, this Agreement will automatically convert into a **24-month minimum term**.

2.4 The 24-month term begins immediately upon expiry of the trial period.

2.5 This Agreement is accepted electronically. Acceptance occurs upon the earliest of:

- (a) account creation;
- (b) accessing or using the Services;
- (c) requesting or receiving login credentials; or
- (d) continuing to use the Services beyond the trial period.

2.6 These actions constitute legally binding acceptance of this Agreement.

2.7 The Provider may record acceptance data (including timestamp, IP address and user details) as evidence of agreement.

3. SERVICES

3.1 The Provider shall make available the Employment Check Pro platform and associated hosted services.

3.2 The Customer is granted a non-exclusive, non-transferable licence to use the Services for internal business purposes.

3.3 The Pro subscription includes **one (1) user licence**.

3.4 Additional user licences may be added and will be charged at the Provider's prevailing rates.

3.5 The Customer must not:

- (a) resell or sub-license the Services;
- (b) allow unauthorised access;
- (c) copy, modify or reverse engineer the platform;
- (d) use the Services unlawfully or fraudulently.

4. FEES AND PAYMENT

4.1 No subscription fee is payable during the trial period.

4.2 If not cancelled during the trial, the Customer agrees to pay:

- (a) £299.00 + VAT per month for the Pro licence (1 user);
- (b) additional licence fees where applicable;
- (c) all transactional check charges incurred.

4.3 A **15% discount** may apply where an annual check commitment is agreed in writing.

4.4 If no commitment is agreed, standard pricing applies.

4.5 All fees are exclusive of VAT.

4.6 Payment must be made by Direct Debit unless agreed otherwise.

4.7 The Provider may invoice:

- (a) monthly licence fees in advance;
- (b) checks in arrears.

4.8 Late payment may result in:

- (a) interest and recovery costs;
- (b) suspension of Services with 7 days' notice.

5. TRANSACTIONAL CHECKS

5.1 All checks are supplied on a pay-per-check basis unless agreed otherwise.

5.2 Pricing is as agreed between the parties from time to time.

5.3 Additional checks requested form part of this Agreement.

5.4 Charges apply where checks cannot be completed due to incorrect or incomplete data.

5.5 A £15 administration fee may apply for incomplete DBS HI-ID or MID-ID applications.

6. CUSTOMER RESPONSIBILITIES

6.1 The Customer is responsible for:

- (a) accuracy of all data submitted;
- (b) lawful processing of personal data;
- (c) determining correct check levels;
- (d) compliance with all applicable laws and regulations.

6.2 The Provider is not responsible for delays or failures caused by Customer error or misuse.

7. DATA PROTECTION

7.1 Both parties shall comply with UK GDPR and Data Protection Act 2018.

7.2 The Customer acts as Data Controller and the Provider as Processor (unless otherwise required by law).

7.3 The Customer warrants it has lawful basis and consent for all data processed.

8. DATA PROCESSING

8.1 Appointment and Authority - The Client appoints **[Provider]** to act as an umbrella organisation for the purposes of submitting criminal record check applications to the Disclosure and Barring Service ("DBS"). Depending on the engagement, [Provider] may act as a **Registered Body (RB)**, a **Responsible Organisation (RO)**, or both, in accordance with DBS requirements.

8.2 Scope of DBS Checks - This authority extends to the submission and administration of **DBS Basic, Standard, Enhanced, and Enhanced with Barred Lists checks**, where legally permitted and appropriate to the role concerned.

8.3 Eligibility and Role Determination - The Client confirms that it is responsible for:

- determining the duties and nature of each role submitted for DBS checking;
- confirming that each role is legally eligible for the level of DBS check requested, including any barred list check, in accordance with the Rehabilitation of Offenders Act 1974 (Exceptions) Order and all applicable legislation; and
- ensuring that no DBS application is requested unless a lawful basis exists.

8.4 Accuracy of Information - The Client warrants that all role descriptions, eligibility assessments, and information provided to [Provider] for the purposes of DBS applications are accurate, complete, and up to date. The Client acknowledges that DBS does not accept liability for incorrect or unlawful requests arising from inaccurate role classification.

8.5 Consent and Lawful Processing - The Client confirms that it has obtained all necessary informed consent from individuals prior to any DBS application being submitted and that it has a lawful basis for processing personal data and criminal records information in accordance with UK GDPR and data protection legislation.

8.6 DBS Certificates and Disclosure Information - The Client acknowledges that DBS certificates are issued directly to the individual applicant and not to [Provider] or the Client. Any decision to request sight of, retain, or record information from a DBS certificate remains the responsibility of the Client and must comply with the DBS Code of Practice and applicable data protection requirements.

8.7 Data Protection and Code of Practice Compliance - Both parties agree to handle all DBS-related information in accordance with:

- the DBS Code of Practice;
- UK GDPR and the Data Protection Act 2018; and
- any DBS guidance applicable to umbrella, RB, or RO arrangements. Criminal records information shall be accessed only by authorised persons and retained only for as long as strictly necessary.

8.8 Indemnity - The Client shall indemnify and hold harmless [Provider] against all losses, claims, liabilities, regulatory action, or costs arising from:

- an incorrect determination of eligibility or check level;
- misuse or unlawful processing of DBS information; or
- any breach of the DBS Code of Practice or applicable law by the Client.

8.9 Audit and Cooperation - The Client agrees to cooperate with any reasonable DBS compliance checks or audits relating to applications submitted under this umbrella arrangement and to promptly provide information required to demonstrate compliance.

8.10 Change in Role or Circumstances - The Client shall notify [Provider] promptly if the duties or nature of any role change such that the eligibility or level of DBS check may be affected.

9. SUPPORT

9.1 Standard remote support is included during Business Hours.

9.2 Additional services are chargeable unless agreed in writing.

9. CONFIDENTIALITY

9.1 Each party shall keep confidential all confidential information.

9.2 This obligation survives termination for 2 years.

9. INTELLECTUAL PROPERTY

9.1 All intellectual property remains with the Provider.

9.2 No rights are transferred to the Customer.

10. SUSPENSION

10.1 The Provider may suspend Services if:

(a) the Customer breaches this Agreement;

- (b) payment is overdue;
- (c) there is risk to compliance or security.

11. TERMINATION

11.1 The Customer may cancel during the trial period before **5:00pm (UK time)** on the final day.

11.2 After the trial, the Customer cannot terminate before the 24-month term ends.

11.3 Either party may terminate for material breach or insolvency.

11.4 The Agreement auto-renews unless 90 days' notice is given.

11.5 This is a **business-to-business agreement** and no statutory cooling-off period applies.

12. LIABILITY

12.1 Nothing excludes liability for death, injury, or fraud.

12.2 The Provider is not liable for:

- (a) indirect or consequential loss;
- (b) loss of profit or revenue;
- (c) errors caused by Customer data;
- (d) decisions made using check results.

12.3 Total liability is capped at fees paid in the previous 12 months.

13. GENERAL

13.1 This Agreement is the entire agreement.

13.2 Changes must be agreed in writing.

13.3 This Agreement is governed by the laws of England and Wales.