



TeamTrack

Terms of Service

Last updated and effective from: 2nd March 2026

CONTRACT DETAILS

Commencement Date:

PARTIES

CUSTOMER

Company name:

Registered Address:

Primary Contact Name:

Primary Contact Email:

SUPPLIER

Company name: THRIVE IT LTD. trading as TeamTrack (company number: 10220836)

Registered office: Thornhill Road, Stockport, SK4 3HJ

Supplier's email: hello@thrivewithus.co.uk

(each a "**party**", together the "**parties**")

CORE TERMS

Software

TeamTrack is a cloud-based team and event management system developed and provided by Thrive IT Ltd. The Service is provided as a hosted software-as-a-service (SaaS) application and is accessed online through a supported web browser or via the TeamTrack mobile applications and is provided on an "as is" and "as available" basis.

TeamTrack enables authorised users to:

- Manage team schedules and event planning, including assigning personnel & monitoring availability;
- Track non-working days, holiday, leave, absences, and working hours;
- Record and manage team and resource information such as skills, qualifications and contact details;
- Generate and export documents and call sheets containing comprehensive event details;
- Access calendar information on mobile devices and through personal calendar feeds.

The Service may be expanded through optional modules that provide additional functionality.

TeamTrack may interoperate with third-party systems and cloud-based services to support convenience features such as data synchronisation, external login authentication and calendar feeds. Any such integrations are subject to the terms, conditions and limitations of the relevant third-party provider, and TeamTrack does not control or warrant the performance of third-party services.

The Service is provided on a subscription basis and may include features for administrative user management, reporting, and configuration of organisational settings.

TeamTrack is intended for organisational and business use unless otherwise agreed in writing.

Support Services

TeamTrack provides customer support to authorised Users within an active company subscription. Support is delivered primarily through a ticket-based email system, whereby enquiries and technical issues are logged, tracked and managed until resolution. In addition, UK-based telephone support is available during published support hours to assist with urgent operational matters and general use of the Service. Services such as bespoke consultancy and custom development may come at an additional cost. Assistance with integrated third-party systems not maintained by TeamTrack cannot be provided.

Fees

The Customer will pay a monthly fee for continued access to the Services dependant on the usage of the system and the modules chosen. The Customer will be notified of the price for any Renewal Period at least 30 days prior to renewal.

Support Services are included within the Customer's ongoing subscription and usage fees. No additional charges shall apply for standard ticket-based email support or UK-based telephone support provided during published support hours, unless otherwise agreed in writing.

Enhanced or additional support levels may be made available upon request and are subject to separate agreement. Any such enhanced support services shall be provided for an additional fee, as agreed in writing between the parties.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following expressions have the following meanings:

- **Agreement** means this software as a service agreement, including the Contract Details and any Schedules attached to it.
- **Commencement Date** is the date on which the Supplier will start to provide the Services to the Customer, as set out at the top of this Agreement.
- **Confidential Information** all data or information (whether technical, commercial, financial or of any other type) in any form acquired under, pursuant to or in connection with, this Agreement and any information used in or relating to the business of the parties (including information relating to the parties' products (bought, manufactured, produced, distributed or sold), services (bought or supplied), operations, processes, formulae, methods, plans, strategy, product information, know-how, design rights, trade secrets, market opportunities, customer lists, commercial relationships, marketing, sales materials and general business affairs), and which are for the time being confidential to the disclosing party.
- **Contract Details** the core terms of this Agreement as listed on the front pages of this Agreement, which includes the sections titled "Parties" and "Core Terms".
- **Customer Data** the data inputted by the Customer (including its affiliates, employees, directors) into the Software or otherwise provided to the Supplier as part of the Customer's use of the Services.
- **Data Protection Laws:** all applicable data protection and privacy legislation in force in the United Kingdom, including but not limited to:
 - a) the UK GDPR as defined in section 3(10) of the Data Protection Act 2018, and supplemented by
 - b) section 205(4) ("UK GDPR");
 - c) the Data Protection Act 2018; and
 - d) the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426), in each case as amended, updated or replaced from time to time, and the term **Personal Data** shall have the meaning set out in the UK GDPR.
- **Fees** the fees payable by the Customer for receipt of the Services, as set out in the Contract Details at the front of this Agreement.

- **Intellectual Property Rights** copyright, patents, rights in confidential information, know-how, trade secrets, trademarks, trade names, design rights, get-up, database rights, chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case:
 - whether registered or not;
 - including any applications to protect or register such rights;
 - including all renewals and extensions of such rights or applications;
 - whether vested, contingent or future; and wherever existing.
- **Incident** any Vulnerability, Virus or security incident which:
 - may affect the Software or the Services;
 - may affect the Supplier's network and information systems, such that it could potentially affect the Customer or the Software or the Services; or
 - is reported to the Supplier by the Customer.
- **Services** the services provided by the Supplier to the Customer including providing the Software and any applicable Support Services.
- **Software** means the online software and applications provided by the Supplier to the Customer as described in the Contract Details.
- **Support Services** the related support services (if any) provided by the Supplier to the Customer to assist the Customer with any technical and advisory support in connection with the Customer's use of the Software as set out at in the Contract Details.
- **User Subscriptions** the individual user subscriptions purchased by the Customer from time to time to enable the Customer's employees, directors, contractors or consultants to access and use the Services in accordance with this Agreement (as confirmed by the Supplier in writing).
- **Virus**, any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network.
- **Vulnerability** a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 The words include, includes and including are deemed to be followed by the words without limitation.

1.4 Reference to writing or written includes e-mail.

2 TERM OF THIS AGREEMENT

2.1 This Agreement shall commence on the date it is signed by both parties (with the Services to be provided from the Commencement Date) and shall continue for an initial term of one (1) month (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive periods of one (1) month (each a "Renewal Period"), unless terminated by either party in accordance with this Agreement. The Initial Term and any Renewal Period together constitute the "Term".

3 RIGHTS TO USE THE SOFTWARE

3.1 In consideration of payment of the Fees and subject to the terms of this Agreement, the Supplier grants the Customer a non-exclusive and non-transferable right to use the Services during the term of this Agreement.

3.2 The Supplier will provide the Services to the Customer to satisfy the number of User Subscriptions purchased by the Customer.

3.3 The Customer may request to purchase additional User Subscriptions from time to time by notifying the Supplier in writing of its request. Where the Customer does so, and the Supplier approves this request in writing, the Customer will pay the invoice for the Supplier's Fees including the costs of the additional User Subscriptions in accordance with the payment terms in this Agreement.

3.4 Except for the Customer's right to use the Services as expressly granted in this Agreement, this Agreement does not grant the Customer any Intellectual Property Rights in respect of the Services and all Intellectual Property Rights in the Services shall vest in, and remain vested in, the Supplier (or its licensors, if applicable).

3.5 To the extent that the Customer acquires any Intellectual Property Rights in the Software the Customer will, on the Supplier's written demand, assign or procure the assignment of such Intellectual Property Rights with full title guarantee

(including by way of present assignment of future Intellectual Property Rights) to the Supplier. The Customer shall execute all such documents and do such things as the Supplier may consider necessary to give effect to this Clause 3.5 at its own cost.

3.6 The Supplier confirms that it has all the rights in relation to the Services that are necessary to provide them in accordance with this Agreement.

3.7 The Customer owns all rights (including any Intellectual Property Rights) in the Customer Data.

3.8 The Services are licensed for the Customer's internal business purposes only.

3.9 The Customer's right to use the Software is limited to the number of authorised users active on the system during the relevant billing month. For billing purposes, user numbers shall be determined by the total number of active user accounts recorded within the system during that month.

3.10 The Customer is responsible for managing user accounts and access permissions. Any user accounts that are no longer required must be promptly designated as having left the organisation (or otherwise deactivated) within the system. User accounts not properly deactivated will be treated as active users for billing purposes and charged accordingly.

3.11 The Services are provided for business use only and are not intended for use by consumers. The Customer warrants that it is entering into this Agreement in the course of its business and not as a consumer.

4 SUPPLIER'S OBLIGATIONS

4.1 From the Commencement Date, the Supplier will provide the Services.

4.2 The Supplier shall provide the Services with reasonable skill and care.

4.3 The Supplier does not warrant that:

4.3.1 the Customer's use of the Services will be uninterrupted or error-free;

4.3.2 the Services will meet the Customer's requirements;

4.3.3 the Services will be free from Vulnerabilities or Viruses; or

4.3.4 the Services will comply with any of the Customer's cybersecurity requirements.

4.4 From the Commencement Date, the Supplier agrees to provide the Support Services.

4.5 The Supplier will provide the Customer with its standard customer support services during the Supplier's normal business hours.

5 CUSTOMER'S OBLIGATIONS

5.1 The Customer will:

5.1.1 co-operate with the Supplier and provide all necessary information to allow the Supplier to provide the Services;

5.1.2 ensure that any users who have access to the Software comply with the terms of this Agreement;

5.1.3 use the Services in accordance with the terms and conditions of this Agreement.

5.2 The Customer will:

5.2.1 keep secure all login information for the use of the Services;

5.2.2 allow the Supplier to audit the use of the Services where the Supplier provides the Customer with reasonable prior written notice.

5.3 The Customer will not:

5.3.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documents (as applicable) in any form or media or by any means;

5.3.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form for all or any part of the Software;

5.3.3 access all or any part of the Services in order to build a product or service which competes with the Services;

5.3.4 grant any sublicences to any other party to use the Services;

5.3.5 access, store, distribute or transmit Viruses or any harmful or illegal material during the course of its use of the Services; or

5.3.6 introduce or permit the introduction of, any Virus or Vulnerability into the Supplier's network and information systems.

5.4 The Customer shall use all reasonable efforts to prevent any unauthorised access to the Services. Upon discovering any unauthorised access, the Customer must immediately notify the Supplier.

5.5 The Customer shall notify the Supplier immediately of any Incidents.

5.6 The Customer acknowledges that any delay caused by the Customer failing to fulfil any of its obligations under this Agreement may mean that the Supplier needs to adjust any agreed timescales and could lead to an increase in the Fees.

6 Free Trial

6.1 The Supplier may, at its discretion, make the Services available to the Customer on a free trial basis for a limited period ("Trial Period").

6.2 During the Trial Period, the Services are provided "as is" and without warranty, representation, service level commitment, support obligation, indemnity or liability of any kind, to the fullest extent permitted by applicable law.

6.3 The Supplier may suspend, modify or terminate the Trial Period at any time without liability.

6.4 Unless the Customer enters into a paid subscription prior to the expiry of the Trial Period, the Customer's access to the Services shall automatically terminate at the end of the Trial Period.

6.5 Following termination of the Trial Period, the Supplier may delete Customer Data in accordance with its standard data retention practices and the Data Processing Addendum. The Supplier shall have no obligation to retain Customer Data beyond the Trial Period unless the Customer enters into a paid subscription.

6.6 The Customer shall not be entitled to more than one Trial Period unless expressly agreed in writing by the Supplier.

7 FEES AND PAYMENT

7.1 The Customer will pay the Fees to the Supplier for the Services in accordance with this Clause 7.

7.2 On the Commencement Date, the Customer will provide to the Supplier valid, up-to-date and complete credit card details or confirm its alternative payment method.

7.3 Where the Supplier provides the Customer with an invoice, the Customer will pay each invoice within 30 days after the date of such invoice.

7.4 All amounts and Fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

7.5 If the Supplier has not received payment before expiry of the due date:

7.5.1 the Supplier may, without liability to the Customer, stop providing the Services where any invoices remain unpaid;

7.5.2 no interest shall accrue on due amounts.

7.6 The Supplier shall be entitled to increase the Fees payable at any time during the term of this Agreement upon no less than 30 days prior written notice to the Customer.

7.7 All Fees are payable in advance and are non-refundable except as expressly stated in this Agreement or required by applicable law.

7.8 No refunds or credits shall be provided for:

- a) partial subscription periods;
- b) unused User Subscriptions;
- c) reductions in user numbers during a billing month; or
- d) removal of optional modules during a billing month.

- 7.9** Where this Agreement is terminated by the Customer for convenience, Fees shall remain payable for the duration of the applicable notice period and no pro-rata refund shall be due.
- 7.10** Where this Agreement is terminated by the Supplier due to the Customer's breach of this Agreement, no refund of any prepaid Fees shall be payable.
- 7.11** For billing purposes, a User Subscription shall be deemed active for the entirety of the billing month in which it is enabled within the Software.
- 7.12** User numbers for each billing month shall be determined by the total number of active user accounts recorded within the system at any time during that month.
- 7.13** The Customer is responsible for promptly deactivating user accounts that are no longer required. User accounts that remain active within the system shall be treated as billable, regardless of actual usage.
- 7.14** Where optional modules or additional functionality are enabled during a billing month, the associated Fees shall apply for the full billing month in which activation occurs.
- 7.15** No reductions in Fees shall apply for partial months resulting from deactivation of users, removal of modules, or termination during a billing period.
- 7.16** System records maintained by the Supplier shall be conclusive evidence of usage and billing metrics in the absence of manifest error.

8 DATA PROTECTION

- 8.1** The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement.
- 8.2** Where required by Data Protection Laws, the parties will enter into a separate agreement covering their processing activities under Data Protection Laws.
- 8.3** To the extent that the Supplier processes any personal data on behalf of the Customer in connection with the Services, the parties agree that the Customer is the controller and the Supplier is the processor for the purposes of applicable data protection legislation.
- 8.4** The processing of Personal Data shall be governed by the Data Processing Addendum ("DPA"), which is incorporated into and forms part of this Agreement.
- 8.5** In the event of any conflict between this Agreement and the DPA in relation to the processing of personal data, the DPA shall prevail

9 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 9.1** The Customer shall indemnify and hold harmless the Supplier against all losses, liabilities, damages, costs and expenses arising out of or in connection with:
- a) the Customer's breach of this Agreement;
 - b) the Customer's use of the Services in violation of applicable law; or
 - c) any claim that the Customer Data infringes the Intellectual Property Rights or other rights of a third party.
- 9.2** For the avoidance of doubt, the limit of liability under the clause titled "limitation of liability" below shall apply to claims under the indemnity in this Clause 9.

10 LIMITATION OF LIABILITY

- 10.1** Except as expressly and specifically provided in this Agreement:
- 10.1.1** the Customer assumes sole responsibility for its use of the Services and any results it obtains;
 - 10.1.2** the Supplier excludes all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law, to the fullest extent permitted by applicable law; and
 - 10.1.3** the Services are provided to the Customer on an "as is" basis.
- 10.2** Neither party excludes nor limits any liability for:

10.2.1 personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of a party or its employees; or

10.2.2 fraud or fraudulent misrepresentation;

10.2.3 any other liability to the extent it cannot be excluded or limited by law.

10.3 In addition to Clause 10.1 and Clause 10.2, the Supplier shall not be liable for: negligence, breach of statutory duty, contract, misrepresentation, restitution or otherwise for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.

10.4 The Supplier shall not be liable for any losses for which it does not assume responsibility, which include:

10.4.1 wasted expenditure;

10.4.2 additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;

10.4.3 losses incurred by the Customer arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party to the extent caused by the Customer's act or omission;

10.4.4 anticipated savings; and

10.4.5 loss of, corruption or damage to, data.

10.5 The Supplier's total aggregate liability shall be limited to 100% of the total Fees paid for during the 3 months immediately preceding the date on which the claim arose (or where a claim arose within the first 3 months, the Fees that would be payable by the Customer to the Supplier).

11 TERMINATION

11.1 Either party may terminate this Agreement at any time with 30 days' prior written notice to the other party. Where the Supplier provides notice to terminate under this Clause 11.1, the Supplier shall refund to the Customer any amounts paid in advance as at the date of termination of this Agreement.

11.2 Either party may, without affecting its other rights under this Agreement, by notice in writing to the other party immediately terminate this Agreement if the other:

11.2.1 fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

11.2.2 is in material or persistent breach of any of its obligations under this Agreement and if that breach is capable of remedy and the other has failed to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach;

11.2.3 is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or

11.2.4 ceases or suspends, or threatens to cease or suspend, the carrying on of any part of its business.

11.3 In the event of termination of this Agreement for any reason:

11.3.1 all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services; and

11.3.2 each party will within 14 days of such termination return (or, at the other party's option, destroy) all the other party's Confidential Information in its possession or under its control and all copies of such information.

11.3.3 Customer Data shall be returned or deleted in accordance with Clause 8 and the Data Processing Addendum.

12 UNCONTROLLABLE EVENTS

12.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from any Uncontrollable Events.

12.2 In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 45 days, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.

12.3 In this Clause 12, "**Uncontrollable Events**" means an event outside the party's reasonable control including, without limitation: natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war or armed conflict, nuclear, chemical or sonic boom, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this Clause, or companies in the same group as that party)

13 GENERAL

13.1 Third party rights: For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.

13.2 Costs: Each party is responsible for its legal and other costs in relation to the preparation and performance of this Agreement.

13.3 Survival of terms: The parties intend the following terms to survive termination of this Agreement:

- Clause 1
- Clause 8
- Clause 10
- Clause 11
- Clause 13

13.4 Relationship of the parties: The parties are independent businesses and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.

13.5 Assignment and other dealings: No party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent or except as expressly permitted in this Agreement.

13.6 Entire agreement: This Agreement, and any document referred to in it, contains the whole agreement between the parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them unless expressly referred to in this Agreement. Each party acknowledges that it has not relied on, and will have no remedy in respect of, any representation (whether innocent or negligent) made but not covered in this Agreement. Nothing in this Clause limits or excludes any liability for fraud or fraudulent misrepresentation.

13.7 Variation:

13.7.1 The Supplier may update or amend the Services or this Agreement from time to time upon giving not less than 30 days' written notice to the Customer.

13.7.2 The Supplier may increase the Fees upon not less than 30 days' written notice, provided that any Fee increase shall not apply until the start of the next Renewal Period.

13.7.3 If an amendment under Clause 13.7.1 materially and adversely affects the Customer's use of the Services, the Customer may terminate this Agreement by written notice given before the amendment takes effect. This termination right shall not apply where the amendment:

- a) is required to comply with applicable law or regulation;
- b) relates to security, data protection or technical updates; or
- c) does not materially reduce the core functionality of the Services as a whole.

13.7.4 Continued use of the Services after the effective date of any amendment shall constitute acceptance of the updated terms.

13.8 Severability: If any clause in this Agreement (or part of a clause) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part of it) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this agreement as soon as possible.

13.9 Waiver: No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

13.10 Notices: Notices under this Agreement must be in writing and sent to the other party's address or email address, as set out in the Contract Details. Letters sent in the United Kingdom will be deemed delivered 3 business days (excluding English Bank Holidays), after sending. Emails will be deemed delivered the same day (or the next business day, if sent on a non-business day or after 5pm on any business day at the recipient's location).

13.11 Counterparts: This Agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which when signed and dated will be an original, and such counterparts taken together will constitute one and the same agreement. This Agreement will not be effective until each party has signed one counterpart.

13.12 Governing law and jurisdiction: This Agreement is governed by the laws of England and Wales. All disputes under this Agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

These TeamTrack Terms of Service as AGREED and entered into by the parties on the date of last signature by the parties.