

Introduction and How These Terms Work

These Terms of Use (“**Terms**”) govern your access to and use of ECM365, the Estates Compliance Manager (“**the Service**”), provided by NC Apex Solutions Ltd (“NC Apex”, “we”, “us”, “our”).

These Terms form part of the Agreement between you (the **Customer**) and NC Apex and must be read alongside the NC Apex Master Terms of Use and the NC Apex Privacy Policy, available at www.ncapex.co.uk. In the event of any conflict between these Terms and the NC Apex Master Terms, these Terms take precedence for your use of ECM365.

By accessing or using ECM365, you confirm that you have read and agree to these Terms, the NC Apex Master Terms, and the NC Apex Privacy Policy. If you do not agree, you must not use the Service.

1. About ECM365

ECM365 is an estate, asset, and compliance management platform designed for use by organisations such as schools, councils, hospitals, and facilities management teams. The Service provides tools to record estate information, manage assets, track compliance obligations, and generate indicative suggestions or reminders.

ECM365 does not provide professional surveying, engineering, inspection, legal, or compliance advice. Outputs must not be treated as authoritative records or professional assessments. The Customer is solely responsible for obtaining independent professional advice where required.

2. Access and Permitted Use

2.1 Licence Grant

Subject to payment of applicable fees and compliance with these Terms and the NC Apex Master Terms, NC Apex grants the Customer a non-exclusive, non-transferable licence to permit Account Users to access and use ECM365 for the Customer’s internal business purposes during the Subscription term.

2.2 Account Users

ECM365 subscriptions include unlimited Account Users unless otherwise specified in an Order Form. The Customer is responsible for:

- creating, managing, and removing Account Users within ECM365;
- assigning appropriate permissions to each Account User;
- ensuring that all Account Users comply with the NC Apex Master Terms, these Terms, and the NC Apex Privacy Policy;
- ensuring secure password practices and enforcing multi-factor authentication (MFA) where required; and
- removing access promptly for former staff or contractors.

The Customer is liable for all actions taken by Account Users under the Customer’s account.

2.3 No Shared Accounts

Sharing login credentials or permitting multiple individuals to access the Service through a single Account User login is not permitted. NC Apex may suspend accounts where shared access is suspected.

2.4 Restrictions

The Customer must not use ECM365 other than for its internal business purposes. The restrictions set out in the NC Apex Master Terms (clause 3.3) apply in full, including the prohibitions on resale, reverse engineering, and building competing products.

3. Sites, Data, and Customer Responsibilities

3.1 Data Accuracy

The Customer is solely responsible for ensuring that all estate, asset, and compliance records stored in ECM365 are complete, accurate, and up to date. NC Apex does not audit, validate, or verify any Customer Data entered into the Service.

3.2 Automated Suggestions

Any automated suggestions, prompts, risk indicators, or compliance flags within ECM365 are indicative only. They do not represent a complete or authoritative estate record and do not identify every possible asset, risk, hazard, or compliance requirement. The Customer remains fully responsible for conducting appropriate professional assessments, inspections, and due-diligence processes.

3.3 No Guarantee of Detection

ECM365 does not guarantee detection or identification of any particular asset, risk, defect, hazard, statutory obligation, or compliance requirement. NC Apex accepts no liability for omissions, incomplete data, or any inaccuracies in estate or compliance records entered or generated through the Service.

3.5 Deleted Sites and Data Restoration

If the Customer deletes a Site or any associated data within ECM365, such deletion is permanent. NC Apex has no obligation to recover or restore deleted data. At the Customer's request, and subject to technical feasibility, NC Apex may attempt to restore deleted Sites or data on a paid professional services basis, charged at NC Apex's then-current recovery rates. NC Apex does not guarantee full or partial recovery of deleted data.

3.6 Subscription Impact of Deleting Sites

Deleting a Site within ECM365 does not automatically reduce the Customer's subscription. NC Apex will continue to treat the Site as part of the Customer's subscribed estate and bill accordingly until an authorised representative of the Customer confirms in writing that the Site is no longer managed by the Customer. NC Apex will then adjust billing in accordance with the updated estate size.

4. Hosting and Infrastructure

ECM365 is hosted on Microsoft Azure (UK West) using Azure virtual machines, managed services, and Blob Storage for file retention. Authentication is provided through Microsoft, Google, or local username/password accounts. Multi-Factor Authentication (MFA) is supported for added security. All Customer Data within ECM365 is stored within the UK West region unless otherwise stated in the NC Apex Privacy Policy, available at www.ncapex.co.uk/privacy.

5. Fees, Payments, and Billing

5.1 Subscription Basis

ECM365 subscriptions are billed on a per-site basis. Fees for each Subscription are set out in the applicable Order Form or in-app checkout. Business customer prices are shown exclusive of VAT; VAT will be added at the applicable rate.

5.2 Payment Processing

Subscriptions to ECM365 are billed via approved third-party payment providers. No payment card or bank details are stored within ECM365; all payment data is processed by secure third-party providers. NC Apex may change payment provider without amending these Terms, provided that equivalent security and compliance standards are maintained.

5.3 Adding Sites — Pending Approval Workflow

The Customer may request the creation of additional Sites within ECM365. Any newly requested Site will initially be placed into a “Pending Approval” state. A Site in Pending Approval is not active: no checks or data entry can occur, and it is not included in billing until the Customer accepts the updated subscription charges.

Upon the Customer’s request to add a Site, NC Apex will issue updated subscription terms reflecting the additional Site cost (and any additional storage if required). The Customer must approve these revised billing terms before the Site becomes active.

5.4 Declining or Removing a Pending Site

If the Customer declines or does not approve the updated pricing for a requested Site, that Site will not be activated. The Customer may delete the pending Site at any time prior to activation.

5.5 Additional Storage

Additional storage above the standard allocation is billed separately and requires Customer approval before it is applied. Storage limits, overage rules, and charges are set out in section 6 below.

5.6 Renewals and Late Payment

Subscription renewal and late payment provisions are governed by the NC Apex Master Terms (clauses 6.2 and 6.3). NC Apex may suspend access to ECM365 if payment is late or fails. Where applicable, interest on overdue business invoices may be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6. Storage Limits and Overage

6.1 Storage Allocation

Each ECM365 subscription includes a standard storage allocation as set out in the applicable Order Form and/or Subscription Plan.

6.2 Notification of Overage

If the Customer exceeds their storage allocation, NC Apex will notify the Customer by email.

6.3 Grace Period

The Customer will have 30 days from the date of notification under clause 6.2 (“Grace Period”) to either:

- permanently delete files to reduce storage usage within the allocation; or
- approve the purchase of additional storage in accordance with clause 5.5.

6.4 Restrictions After Grace Period

If the Customer does not take action within the Grace Period, ECM365 will restrict new uploads until storage usage is reduced or additional storage is purchased. Access to existing files will remain unaffected during this restriction period.

6.5 No Automatic Deletion

ECM365 will not delete Customer files due to storage overage. The Customer is solely responsible for managing storage usage and for deleting any content necessary to remain within allocated limits.

7. Files, Media, and Uploads

ECM365 may store documents, certificates, images, and other media uploaded by the Customer. NC Apex does not review, moderate, audit, or validate uploaded content. The Customer is responsible for ensuring that all uploaded files are lawful, accurate, and appropriate for storage.

The Customer must not upload sensitive personal data about individuals (for example, medical details) unless strictly necessary and lawful, and must not upload any content that infringes third-party intellectual property rights or breaches any confidentiality obligation.

The Customer is solely responsible for the accuracy and lawfulness of all estate, asset, compliance, and organisational data entered into ECM365.

8. Outputs, Liability, and Professional Advice

8.1 No Professional or Regulatory Advice

ECM365 outputs are not professional advice and must not be relied upon as a substitute for qualified surveying, engineering, compliance, or safety assessments.

8.2 Customer Verification Required

The Customer is responsible for independently verifying the accuracy and completeness of all reports, registers, reminders, asset lists, risk indicators, or compliance-related outputs generated by ECM365.

8.3 No Liability for Compliance Failures

NC Apex has no liability for:

- missed statutory deadlines;
- incomplete or incorrect asset or compliance records;
- regulatory action or penalties;
- failure to identify hazards, risks, or defects;
- estate or asset omissions; or
- operational decisions made based on ECM365 outputs.

8.4 Customer Duty of Care

The Customer remains entirely responsible for meeting all legal, regulatory, operational, and safety obligations relevant to their estate or organisation.

8.5 Limitation of Liability

The general limitation of liability provisions in the NC Apex Master Terms (clause 15) apply to ECM365. For the avoidance of doubt, NC Apex's total aggregate liability for ECM365 in any twelve-month period is limited to the fees paid or payable by the Customer for ECM365 in the twelve months preceding the event giving rise to liability.

9. Data Protection and Privacy

9.1 Data Roles

For Customer Data hosted within ECM365, the Customer acts as Data Controller and NC Apex acts as Data Processor. For billing, support interactions, platform diagnostics, and operational metadata, NC Apex acts as Data Controller.

9.2 Privacy Policy

Full details of how personal data is processed in connection with ECM365, including subprocessors, retention periods, international transfers, and data subject rights, are set out in the NC Apex Privacy Policy at www.ncapex.co.uk/privacy.

9.3 Special Category Data

ECM365 does not require or encourage the submission of special category data. If the Customer uploads such data (for example, via certificates or site photographs), the Customer is responsible for ensuring a lawful basis and appropriate safeguards under UK GDPR. NC Apex processes such data only on the Customer's instructions.

10. Security

NC Apex implements appropriate technical and organisational security measures for ECM365, including Azure security controls, TLS encryption, MFA support, role-based access control, audit logging, least-privilege access, and anti-malware and vulnerability management.

The Customer is responsible for securing its own systems and endpoints, configuring access controls (including MFA where available), enforcing secure password practices, and safeguarding credentials. The Customer must remove access promptly for former staff or contractors.

11. Integrations and Future Features

NC Apex may introduce optional integrations for ECM365, such as IoT devices, sensors, or external compliance tools. Use of any such integrations may be subject to additional terms or third-party conditions, which will be communicated to the Customer at the time of introduction.

12. Suspension, Termination, and Data

Suspension and termination are governed by the NC Apex Master Terms (clause 16). On termination, the Customer must export any required data during the applicable notice period. The export, deletion, and end-of-service rules for ECM365 are set out in the NC Apex Privacy Policy (section 12) and include the following product-specific provisions:

- Customer Data is retained for the duration of the subscription, then deleted or returned on termination in accordance with the Customer's documented instructions.
- Uploaded media and documents are retained for the lifetime of the subscription or until deleted by the Customer.
- NC Apex is not obligated to provide database dumps, proprietary schema, estate models, or structural metadata.
- After account suspension for non-payment, access may be locked and data may be deleted after the grace period set out in the NC Apex Master Terms.

13. Governing Law

These Terms and any dispute or claim arising out of or in connection with them are governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any dispute or claim.

14. Contact

For questions about these Terms or to exercise a data protection right, please contact:

NC Apex Solutions Ltd

Seymour House, 94–96 Seymour Place, London, W1H 1NB

Email: info@ncapex.co.uk

Privacy enquiries: privacy@ncapex.co.uk

These Terms apply to all users of ECM365.

For the NC Apex Master Terms of Use and Privacy Policy, visit www.ncapex.co.uk.