

## InfoSaaS Solutions: Terms and Conditions of Use

*For clarity, these Terms & Conditions of Use apply to the InfoSaaS Assure, UtopiaR and GDPRReady cloud-based solutions only. They do not apply to the supplementary documentation packs which are also available from our website at [www.infosaas.uk](http://www.infosaas.uk).*

### DEFINITIONS

For the purposes of this document, the following words and terms shall refer to the following definitions and meanings:

- (a) "Company" shall mean InfoSaaS Limited, a Limited Company registered in the United Kingdom, having Company Registration Number 09237183 and a Registered Office address of Hartham Park, Corsham, Wiltshire SN13 0RP
- (b) "Confidential Information" shall mean information learnt by one party in relation to the other's commercial or business affairs, including without limitation technical information, client information and technical knowledge
- (c) "IPR" or "IPRs" (intellectual property rights) shall mean all copyright, technical knowledge, trademarks, service marks and other intellectual property rights
- (d) "Effective Date" shall mean the date on which the Subscriber agrees either electronically or otherwise, to begin using the Services provided by the Company
- (e) "Services" shall mean the services provided by the Company for the Subscriber as documented within the Specification
- (f) "Specification" shall mean the official documentation outlining the Services provided by the Company for the Subscriber
- (g) "Subscriber" shall mean the company, organisation or individual agreeing to purchase the Services provided by the Company
- (h) "Subscriber Data" shall mean information, data or material provided by the Subscriber through their use of the Services provided by the Company
- (i) "Licence Fee" shall mean the monetary value owed to the Company by the Subscriber throughout the course of the Licence Term as detailed in the documentation supplied prior to or at the point of their agreement to use the Services
- (j) "Licence Term" shall mean a rolling one-month period which begins on the Effective Date and which shall be extended automatically immediately after each one month period elapses, until the Services are cancelled or otherwise terminated in compliance with these Terms
- (k) "Terms" shall mean the terms and conditions as set out in this document and shall include the Specification where context requires such inclusion. It shall also include any referenced materials as found on the Company's websites or otherwise supplied to the Subscriber by the Company
- (l) "User Licence" shall mean the individual licence(s) granted to the Subscriber by the Company for the use of the Services

## **1. GENERAL**

- a) Upon accepting these Terms, the Subscriber is confirming agreement to abide by such Terms. Such agreement shall be considered confirmed by the Subscriber when the Subscriber clicks the "Accept our Terms and Conditions" button on the company website. Clicking this button is a declaration of agreement by the Subscriber to abide fully by these Terms.
- b) In compliance with these Terms, from the Effective Date, the Subscriber is granted a worldwide right to use the Services. Such right is non-exclusive and non-transferable, and is for the Subscriber's internal business activities within one specific Company or organisation only. The right will remain effective for the duration of the Licence Term, and is only valid for the number of individual User Licences that have been purchased.

## **2. PROVISION OF SERVICES**

Details of the Services provided to the Subscriber are set out in the Specification.

## **3. FEES AND CANCELLATION**

- a) Details of the Licence Fee are set out in the Specification and shown on the InfoSaaS website, and amounts owed by the Subscriber are to be paid to the Company monthly or annually in advance, in accordance with the accepted payment options provided.
- b) The Company retains the right to amend the Licence Fee. Such amendment shall be made no more than once in a one-month period, and the Subscriber shall be given a minimum of 30 days prior notice in advance of any new charges that may apply. Such notice may be served either electronically by email or by other means, at the Company's sole discretion.
- c) The Company holds the entitlement to apply and charge the Subscriber interest on Licence Fees with overdue amounts. Such interest may begin to accrue from the date such amount became overdue, and shall be calculated at the rate of 4% (four percent) above the current annual base rate of the Bank of England, on the date at which the liability commenced.
- d) Should a Subscriber's payment card details be declined for any reason, the Company will attempt to contact the subscriber to resolve the situation. Should this not be resolved after first communication, the Company reserves the right to (i) restrict access to the Subscriber's account, and (ii) levy an administrative fee of £20.00 to cover additional expenses.
- e) Should the Subscriber's account fall into arrears, the Company retains the right to suspend indefinitely or terminate the User Licence and prevent access to the Service. If a Subscriber's account is suspended, the charges as set out by the Licence Fee will continue to accrue during such suspension period.
- f) VAT at the prevailing rate is payable in addition to the fees set out in the Licence Fee, which for clarity are shown exclusive of VAT.

#### **4. OBLIGATIONS OF THE COMPANY**

- a) The Company will provide login details to the Subscriber. Such login details will enable the Subscriber to connect to the Services using the Internet without time or date limitation, subject to the conditions set out in clauses 3(a) above and 4(d) below.
- b) The Company will provide Subscribers with documentation which will guide them on how to configure and use Services. Subscribers are responsible for providing training and support to their own internal users. If additional consultancy is required by the Subscriber, then the Company will be able to introduce appropriate, experienced consultants, however will not be party to any subsequent engagement between a Subscriber and any consultant so introduced.
- c) The Company will take every reasonable step possible to ensure an uninterrupted server connection and to maintain other computer and operating system software in accordance with industry standards to provide the Subscriber with continuous access to fully-operational Services. Such access, however, may be unavailable during pre-notified, scheduled maintenance downtime or as a result of other interruptions beyond the Company's control (including, but not limited to Acts of God, war, civil disturbance, utility failures or similar events which the Company could neither predict nor prevent).
- d) In order to maintain a fully-operational provision of the Services, the Company may undertake maintenance services on occasion, which may result in the temporary unavailability of the Services. Such unavailability is unlikely to occur for a duration of more than one hour in any given 24 hour period, and such unavailability is likely to occur after midnight unless in circumstances beyond the Company's control. Maintenance activities will be advised to Subscribers in advance, unless such activities are classified as "emergency" and require the Company's immediate progression.
- e) The Company retains the right to access the Subscriber's database in order to perform maintenance or for other technical purposes, including, but not limited to, providing support following the receipt by the Company of a Support Request from the Subscriber.
- f) Should this agreement be terminated in any manner, the Company will, upon request, provide the Subscriber with all Subscriber Data in a format in compliance with a current industry standard. Such data provision must take place within 28 calendar days of the date of termination, and will not be possible if the Subscriber has already removed or deleted their data prior to the date of termination.

#### **5. RESPONSIBILITIES OF THE SUBSCRIBER**

- a) The Subscriber shall hold full responsibility for all equipment necessary for accessing the Services via the internet, including but not limited to computers, telephones, networks, hardware and software. Such responsibility includes ensuring relative system requirements are sufficient to allow access to the Services. The Company makes no representation, warranty or assurance whatsoever of the Subscriber's equipment suitability for use of the Services.
- b) It remains the responsibility of the Subscriber to ensure the security of its data through the safe storage of login details, non-disclosure of passwords and the regular amendment of such passwords in line with commercial best practice. The Company

accepts no responsibility over password selection, and it is the responsibility of the Subscriber to ensure selected passwords are not easily guessable by others.

- c) The Subscriber hereby agrees to inform the Company immediately should any unauthorised access to the Services or any password or account breaches be suspected or detected. It is the responsibility of the Subscriber to report any suspicion or detection of the unauthorised duplication or distribution of any Subscriber Data.
- d) The Subscriber hereby agrees to comply with all laws applicable in relation to the use of the Services, including without limitation laws related to data protection and the transmission of personal or technical data across borders. By default, and unless agreed in writing to the contrary, applicable laws shall be those of England and Wales, and the data protection requirements shall align with the UK Data Protection Act 1998 (up to and including 24<sup>th</sup> May 2018) and the EU General Data Protection Regulation (on and after 25<sup>th</sup> May 2018).
- e) The Subscriber agrees that only one person can access and use one user account. Each person will require their own user account and therefore their own corresponding license to access the Services. The Company reserves the right to regularly audit access to the system and suspend access without notice if it is noted or suspected that more than one person is accessing a single user account.

## **6. LICENCE RESTRICTIONS**

- a) By accepting these Terms, the Subscriber is confirming agreement to abide by the following restrictions. The Subscriber shall not:
  - i) Upload, store, send or distribute any material that infringes the rights of others, or that is considered threatening, obscene, libellous or otherwise unlawful;
  - ii) Upload, store, send or distribute any material known or suspected to contain malicious software or computer viruses, including without limitation Trojan horses, worms or other harmful computer code, scripts, files or programs;
  - iii) Alter or amend the performance or integrity of the Services or the data contained within;
  - iv) Attempt to acquire unauthorised access to the Services or other systems or networks related to it.
- b) The Subscriber shall not in any way sell, resell, licence, sublicense, transfer, assign or otherwise commercially distribute or exploit the Services or User Licence. The Subscriber shall also not make any modifications or derivative works in relation to the Services, nor shall the Subscriber allow access to the Service by anybody other than its nominated and authorised users.

## **7. INDEMNITY**

- a) The Subscriber hereby indemnifies the Company against any claims, costs and expenses which may be incurred by the Company, arising either indirectly or directly from the Subscriber's breach of any obligations as set out by these Terms. The Subscriber further indemnifies the Company against claims, costs and expenses incurred by the Company arising from a claim alleging that the use of the Subscriber

Data by the Subscriber has infringed the rights of a third party, or has caused harm to a third party.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- a) The Company hereby declares acknowledgement that the Subscriber at all times remains the sole owner of all rights, title and interest to their Subscriber Data.
- b) The Company owns all IPRs contained within the Services and any website and supporting materials that are operated or provided by the Company.
- c) These Terms do not give the Subscriber any rights in or in relation to the Services, any website or supporting materials owned or operated by the Company, or any other IPRs unless expressly provided within these Terms. Any associated names or logos of the Services are Company trademarks, and the Subscriber is granted no right or licence to reproduce, store, quote or use them.
- c) InfoSaaS® is a UK registered trademark of InfoSaaS Limited.

## **9. CONFIDENTIALITY**

- a) It is hereby agreed by both the Company and the Subscriber that no disclosure of Confidential Information shall be made to any third party. This clause may not apply if the Company receives a properly authorised UK issued Court Order to the contrary, and in such circumstances will ensure that the Subscriber is promptly informed.
- b) The Company shall apply careful attention to the observance of confidentiality in relation to the Subscriber Data and confirms that throughout the duration of the provision of Services it shall apply continuous compliance to all aspects of the UK Data Protection Act/EU General Data Protection Regulation, including without limitation data processing. The Company furthermore shall not use or disclose Subscriber Data without express consent from the Subscriber, or unless such use or disclosure is necessary for the operation of the Services.
- c) The Company hereby confirms that it has appropriate technical, organisational and information security measures in place. Such measures govern the management, processing and storage of the Subscriber's data related to their use of the Services.
- d) The Company hereby agrees to not transfer any personal data that is processed on behalf of the Subscriber, to any territory which falls outside the European Economic Area (EEA), unless such transfer is either (a) conducted with the Subscriber's written consent in advance, or (b) necessary to allow the Subscriber to use the Services, for example if they themselves are located outside of the EEA.

## **10. PRIVACY**

The Company's privacy policy is accessible at any time via the Company's website. The Company retains the right to amend or modify security and privacy policies contained therein on occasion, and Subscribers are therefore reminded to check such policies for any changes on a regular basis.

## **11. WARRANTY**

The Company hereby warrants that it shall provide Services with reasonable skill and care which shall conform to generally accepted industry standards of practice.

## **12. LIMITATION OF LIABILITY**

- a) The whole liability of the Company to the Subscriber in relation to any claim or breach of these Terms, shall be limited to the maximum amount of the annual or monthly User Licence Fee (as applicable), or a percentage representing the remainder of the subscription period starting on the day of the activity which gave rise to the liability. Such liability applies regardless of whether or not such claim or breach arises from negligence, with the only exception being death or personal injury as a result of negligence, in which case no limit applies.
- b) Notwithstanding clause 12(a) set out above, the Company holds no liability to the Subscriber for lost opportunity, loss of business, loss of profits or any other direct, consequential or indirect loss or damage. Such non-liability applies even in cases where such loss could be considered reasonably foreseeable.

## **13. TERMINATION**

- a) Upon submission of one month's notice to the Company, the Subscriber is entitled to terminate the User Licence. Such termination will come into effect once received by the Company and acknowledgement issued back to the Subscriber.
- b) These terms may be terminated immediately by either party with written notice if:
  - i) the other party commits a material breach of these Terms, and such breach is either unresolvable, or if the party breaching such Terms fails to resolve such breach within 30 calendar days of receiving a request to do so;
  - ii) there is an imposition of distress or execution against the other, or the making by the other of any arrangement or composition with creditors, or the liquidation of that other (should the other be a company and excluding that of voluntary liquidation).
- c) In the event of the termination of these Terms by either party, the obligations of confidentiality as set out in clause 9 shall survive such termination.

## **14. FORCE MAJEURE**

Neither party shall hold liability for any default arising due to any act of God, war, civil disturbance, any industrial action including strike and lockout, fire, flood, drought, tempest or other natural disaster, or any other event beyond either party's reasonable control.

## **15. NOTICE**

Any notice given by either party to the other shall be given in writing. If such notice is hand delivered, it shall be deemed served at the time of personal delivery to the Company's registered office. If such notice is sent by pre-paid post, it shall be deemed served as delivered in the expected course of post, providing it has been correctly addressed (such address being that indicated in relevant paperwork prior to contract agreement, or the address subsequently acknowledged in writing as the correct address). Should a notice be delivered by email, the

service of such notice shall only be deemed acceptable upon proof of confirmation of receipt of such email by the Company. Facsimile (fax) transmissions are not accepted.

## **16. COMPLETE AGREEMENT**

Together with the Specification and any existing privacy or security policies published by the Company, these Terms embody the entire agreement between each party in relation to the paperwork, and supersede any prior agreement between each party in relation to such Paperwork whether this was verbal or written. Furthermore, both parties hereby confirm upon accepting these Terms that they have not done so based on any external representations made that are not written expressly into these Terms.

## **17. SEVERANCE**

Should any provision contained within these Terms be or become prohibited by law or be deemed by a Court of Law to be unlawful, unenforceable or void, then such provision shall be severed from these Terms and made ineffective to the fullest extent required. Such severance will be executed as far as possible without the need to modify any remaining provisions contained within these Terms, and such severance shall not affect any other circumstances, nor shall it affect the validity or enforcement of any of the remaining Terms.

## **18. GOVERNING LAW**

The construction, performance and validity of these Terms falls under the governance of the laws of England and Wales. Acceptance of these terms hereby acknowledges that both the Subscriber and the Company agree that any dispute arising in relation to these Terms will be subject to the exclusive jurisdiction of the Courts of England and Wales.

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**You are advised to print and retain a copy of this document for your future reference.**

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