

STANDARD TERMS AND CONDITIONS

1. Introduction

- 1.1. These Standard Terms and Conditions (“**Standard Terms**”) apply to all Services provided by Us. The “**Agreement**” between You and Us comprises the Order Form(s), these Standard Terms, Our Privacy Policy and Cookies Policy.
- 1.2. The Services are intended for business use and not personal use. Accordingly, You confirm that You are entering into the Agreement in a business capacity and not as a consumer. If You are not using the Services for business purposes, then You must not use the Services.
- 1.3. You must purchase sufficient Licences to cover Your Users and You may not allow any Licences to be shared between multiple Users or individuals.
- 1.4. Capitalised terms not otherwise defined herein will have the meanings given in the “**Definitions**” section at the end of these Standard Terms.

2. Terms, Fees and Termination

- 2.1. Provision of the Services shall commence on the date stated on the Order Form and shall continue for Term stated on the Order Form.
- 2.2. Unless agreed otherwise, all Fees are payable quarterly in advance and within 14 days of receipt of an invoice. Fees are based on Services purchased and specified on the Order Form and additional Fees will be due for any additional Services purchased. You may purchase additional Licences during the Term at the same unit rate which shall be pro-rated for the remainder of the Term. The Service and/or the number of Licences cannot be reduced or cancelled during the Term.
- 2.3. All Fees are exclusive of VAT or any other sales or other tax (which shall be payable in addition).
- 2.4. If any Fees properly owing to Us remain unpaid 7 days after the due date then, without limiting any other rights or remedies, We may suspend the provision of the Services until all overdue amounts are paid in full. You shall reimburse Us for any out-of-pocket costs We incur in obtaining payment from You including reasonable legal fees and associated costs. We will only reactivate Your access to the Services once all outstanding Fees and costs have been paid in full, including any Fees relating to the period of suspension.
- 2.5. In addition to the provisions in clause 2.4, We may immediately suspend Your access to the Services if:
 - 2.5.1. you breach our Acceptable Use policy outlined in clause 3.0 of these Standard Terms;

- 2.5.2. we determine in good faith that such suspension is necessary to avoid possible harm to Our, Your, or any third party's systems or information. We will notify You of any such suspension and reason therefore as soon as commercially practicable, and will cooperate diligently to restore service as soon as commercially practicable once the underlying issue is resolved.
- 2.6. You must ensure that We have accurate and complete contact, billing and payment information at all times. If the Order Form indicates that You will pay by credit card, You authorise Us to charge Your credit card or bank account for all fees payable during the Term, You further authorise Us to use a third party to process payments and consent to the disclosure of Your payment information to such third party.
- 2.7. Without affecting any other right or remedy available, either Party may terminate the Agreement with immediate effect by written notice to the other Party if the other Party:
- 2.7.1. commits a material breach of the Agreement which is incapable of being remedied or which it fails to remedy within 30 days of written notice to do so;
 - 2.7.2. is subject to any insolvency procedure;
 - 2.7.3. ceases or threatens to cease trade.
- 2.8. If You validly terminate the Agreement under clause 2.7 then You shall be entitled to a pro-rated refund of any prepaid Fees which relates to the period after termination. If We validly terminate the Agreement under clause 2.7 then all unpaid Fees for the remainder of the Term shall become immediately due and payable to Us.
- 2.9. On termination of the Agreement, howsoever arising, Your right to use the Services shall immediately cease. Any rights, remedies, obligations or liabilities of each Party that have accrued prior to the effective date of termination shall survive termination of this Agreement as will any clauses of the Agreement which are expressly or impliedly intended to survive termination of the Agreement.
- 2.10 At the end of the Term, the Agreement will roll-over on a quarterly basis, until either Party serves written notice to terminate the Agreement, giving a minimum of 90 days' notice.
- 2.11 At the Term anniversary, We are entitled to review the Fees. This will be communicated to you 14 days before any Fee changes are implemented.

3.0 Intellectual Property and Acceptable Use

3.1 All Content included on the Website is the property of Phi Capital Investments Limited, our affiliates or other relevant third parties. In these terms and conditions, “**Content**” means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.

3.2 You may do the following:

3.2.1 retrieve, display and view the Content on a computer screen

3.2.2 download and store the Content in electronic form

3.2.3 print copies of the Content

3.3 You must not otherwise reproduce, modify, copy, distribute any Content without the written permission Us.

3.4 You acknowledge that you are responsible for any Content you may submit via the Website, including the legality, reliability, appropriateness, originality and copyright of any such Content. You may not upload to, distribute or otherwise publish through the Website any Content that

3.4.1 is confidential, proprietary, false, fraudulent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable;

3.4.2 may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law; or

3.4.3 may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the Website.

3.5 You represent and warrant that you own or otherwise control all the rights to the Content you post; that the Content is accurate; that use of the Content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; and that you will indemnify Us for all claims resulting from Content you supply.

4.0 Prohibited use

4.1 You may not use the Website for any of the following purposes:

- 4.1.1 in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website.
- 4.1.2 in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order.
- 4.1.3 making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

5.0 Links to other websites

- 5.1 This Website may contain links to other sites. Unless expressly stated, these sites are not under Our control or that of Our affiliates.
- 5.2 We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 5.3 The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

6.0 Privacy Policy and Cookies Policy

- 6.1 Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these Standard Terms by this reference.

7.0 Availability of the Service and Disclaimers

- 7.1 Any online facilities, tools, services or information that We makes available through the Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. We are under no obligation to update information on the Website.
- 7.2 Whilst We use reasonable endeavours to ensure that the Service is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 7.3 We accept no liability for any disruption or non-availability of the Service.
- 7.4 We reserve the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions



shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

8.0 Limitation of Liability

8.1 Nothing in the Agreement will:

- 8.1.1 limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable;
- 8.1.2 limit or exclude our or your liability for fraud or fraudulent misrepresentation; or
- 8.1.3 limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

8.2 Our total liability to You, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with the Agreement in any 12 months period shall be limited to 100% of the Fees paid and received by the Supplier in the 12 months preceding the relevant breach.

8.3 To the maximum extent permitted by law, We accept no liability for any of the following:

- 8.3.1 any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- 8.3.2 loss or corruption of any data, database or software;
- 8.3.3 any special, indirect or consequential loss or damage.

9.0 General

9.1 We are continually looking to improve our services as well as launching new functionality from time-to-time. As such, We reserve the right to make improvements and modifications to the Services from time to time.

9.2 You may not transfer any of your rights under these Standard Terms to any other person. We may transfer our rights under these Standard Terms where we reasonably believe your rights will not be affected.

9.3 These Standard Terms may be varied by us from time to time. Such revised terms will apply to the Services from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

9.4 Provided that We comply with any brand guidelines You provide to Us, and subject to Your prior written (or emailed) consent: (a) We may use Your brand or corporate name, trade name and logo to identify You as a customer of Ours on Our website and in Our marketing materials; and

(b) you will reasonable cooperate with our requests regarding joint marketing activities such as a case study, reference calls and giving fair and accurate reviews.

9.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Standard Terms and no third party will have any right to enforce or rely on any provision of these Standard Terms.

9.6 If any court or competent authority finds that any provision of these Standard Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

9.7 Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

9.8 This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

DEFINITIONS

We/Us/Our	means Phi Capital Investments Limited (a company registered in England & Wales with Company Number 08978751)
You/Yours	means the person or entity named on the Order Form or making use of the Services
Fees	means the agreed charges which are set out in the Order Form in respect of the Services
Licence	means the right for a single User to access and make use of the Services
Order Form	means a document or online form which contains (and confirms) all of the agreed details of the Services to be provided. AN Order Form may be a physical document or contract an online payment window or a detailed order form, in each case which reference these Standard Terms.
Policies	means Our policies as set out on the Website including, but not limited to the Acceptable Use Policy, the Privacy Policy and the Cookie Policy.
Services	means the specific services ordered by You as set out in the Order Form.
Term	means the contract period set out in the Order Form
Users	means those individuals who are authorised by You to use a Licence.
Website	means www.simplyphi.co.cuk