

**ACCOUNTING OFFICE SOFTWARE LIMITED**  
**SOFTWARE LICENCE (the "Licence")**  
**Terms and Conditions**

**1. Definitions**

The following definitions apply in this Licence:

**"Additional Fee"** means any additional fee payable for any Bespoke Code.

**"Alternative Hosting Solution"** means a supplier of internet or hosting services selected by the Customer as an alternative supplier to the Preferred Hosting Option in accordance with Clause 6.3.

**"AOS"** or "we" or "us" or "itself" means AOS Ltd and any Associated Company.

**"AOS API"** is the licenced AOS Application Program Interface (API) accepted by AOS Ltd and the Customer as the only interface by which The Software is to interact with other software.

**"AOS Ltd"** means Accounting Office Software Limited and any of its wholly owned subsidiary companies around the world.

**"Associated Company"** means a body corporate which is under common control with AOS Ltd where control has the meaning given to it in Section 1124 of the Corporation Tax Act 2010.

**"Authorised Acceptable Use Policy"** means an Acceptable Use Policy in the form stipulated in writing by AOS Ltd from time to time, a copy of the current version of which is annexed to this Licence.

**"Bespoke Code"** means any software program or code developed by AOS Ltd for the Customer for use with The Software.

**"CEO"** means Chief Executive Officer.

**"Certified Version"** is a released version of The Software which is a maximum of two releases back from the current release.

**"Contract"** means the agreement and any subsequent agreement entered into by the Customer with AOS Ltd for the provision of The Software on the terms of this Licence.

**"Customer"** or "you" or "your" means the person, firm or company which accepts a licence of The Software from AOS Ltd pursuant to this Licence.

**"Customer Network"** means the Customer's own hardware, network, infrastructure, or any third party software.

**"Date of Installation"** is the date AOS Ltd first installs The Software.

**"Hosted SLA"** shall mean the service level agreement issued by the Preferred Hosting Option.

**"In Writing"** means sent in accordance with clause 14.

**"Intellectual Property Rights"** means copyright, database rights, trade marks, patents, service marks, design rights, know-how, trade or business names, domain names, goodwill associated with any of the foregoing and other similar rights or obligations whether registrable or not in any jurisdiction in the world.

**"Modification"** means a releases of The Software which corrects faults, adds functionality or otherwise amends or upgrades The Software but which does not constitute a New Version. Typically a sub-release of a New Version and designated as such.

**“New Version”** means any new version of The Software which from time to time is publicly marketed and offered for purchase by AOS Ltd in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

**“Permitted User”** means any parent, pupil or other user, including any contractor and staff member of the Customer to which the Customer has granted the right to access The Software pursuant and subject to Clause 2.1.3

**“Preferred Hosting Option”** means Amazon Web Services or such other alternative or additional suppliers of internet and/or hosting services as AOS Ltd shall nominate from time to time in accordance with Clause 6.3.

**“Preferred SMS Option”** means Twilio or such other alternative or additional suppliers of SMS services as AOS Ltd shall nominate from time to time in accordance with Clause 6.5.

**“SLA”** means AOS Ltd’s service level agreement for the provision of support services for The Software, as amended from time to time.

**“SMS SLA”** shall mean the service level agreement issued by the Preferred SMS Option.

**“Support Centre”** means the helpdesk referred to in Clause 6.1.1.

**“Support Services”** means the services described in Clause 6.1.

**“The Software”** means My.N , or any other AOS Ltd software program including any Modifications, Bespoke code and associated written material.

**“Unauthorised Access”** means access to and/or use of The Software and/or Support Centre by any company, firm, person, and specifically a potential competitor to AOS Ltd or other entity other than by (i) the Customer and its employees and contractors pursuant to the terms of this Licence and our Authorised Acceptable Use Policy or (ii) any Permitted User subject to and upon the terms of our Authorised Acceptable Use Policy.

**“Unauthorised Modification”** means where the Customer (or any third party) modifies, adapts, decompiles, reverse engineers or makes error corrections other than in relation only to any decompiling of The Software where such decompiling is expressly permitted by law.

## **2. Software Licence**

2.1 AOS Ltd agrees to grant and the Customer agrees to accept on the following terms and conditions as amended from time to time in accordance with the terms of this Licence a non-exclusive non-transferable Licence to use The Software, as follows:-

- 2.1.1 The installation of The Software in a single location on a hard disc or other storage device.
- 2.1.2 The installation and use of The Software in object code on a file server for use on a network for the purpose of permanent installation on to hard discs or other storage devices.
- 2.1.3 The use of The Software in object code over such network according to the number of Permitted Users for which the Customer has been licensed subject in each case to those Permitted Users accepting our Authorised Acceptable Use Policy.
- 2.1.4 For the purpose of making back-up copies of The Software for lawful use.

2.2 Save as mentioned in Clauses 2.1.1 to 2.1.4 (inclusive) and subject to Clause 2.4 below the Customer:

- 2.2.1 may not (and shall not permit any third party to) make any Unauthorised Modification, or to view, copy, or distribute or redistribute The Software or any part of it, including by caching, framing or similar means, or sell, resell, retransmit or otherwise make The Software or any part of it available in any manner to any third party including, without

limitation, altering the format in which any Customer data is captured and held in The Software, nor modify its database structure.

2.2.2 shall not create or permit any link between The Software and any third party software unless using a correctly licenced version of the AOS API.

2.3 The Customer shall not allow and shall use its best endeavours to prevent Unauthorised Access.

2.4 For the avoidance of doubt it is confirmed that the terms of this Licence shall apply to any Bespoke Code. Where the Customer requires AOS Ltd to create Modifications and Bespoke Code, the Customer:

2.4.1 shall nominate one contact within their organisation to work with AOS Ltd's nominated contact; and

2.4.2 shall warrant that their contact has full power and authority to enter into and perform its obligations and will provide AOS Ltd with any equipment, software, software licences, technical information, designs or documentation necessary for us to create Modifications and Bespoke Code as required by the Customer; and

2.4.3 shall ensure that competent personnel are available during normal working hours to provide information and other support as required to AOS Ltd; and

2.4.4 shall reimburse AOS Ltd for any delays or omissions in its performance caused by the Customer's failure to comply with this clause where either a fixed price has been agreed or where a time limit has been agreed; and

2.4.5 shall provide AOS Ltd with work space, telephone access, access to the Customer's computer systems, software and related equipment, basic operational supplies and adequate and secure storage space for work materials if work is to be performed at the Customer's location; and

2.4.6 warrants that the Customer has the right to permit AOS Ltd, at no additional cost to us, to have access to, and to copy to the extent necessary, any and all software programs of the Customer necessary for us to carry out the work required; and

2.4.7 agrees that all Modifications and Bespoke Code work is subject to the terms of this Licence.

2.5 To enable AOS Ltd to monitor the use and effectiveness of The Software it has incorporated features and links into The Software which enable it remotely to obtain information via the internet about the Customer's use of The Software (including the version of The Software) being used without giving the Customer notice of this and the Customer consents to such access as a condition to the grant to it of the Licence of The Software pursuant to the terms of this Licence.

2.6 To enable AOS Ltd to investigate the compatibility and/or any issues regarding the operability of The Software with the Customer Network the Customer may have to give access to its Customer Network to AOS. Accordingly, the Customer warrants and undertakes to AOS Ltd that it:

2.6.1 has obtained all the necessary and required consents from any third party to allow AOS to have access to the Customer Network; and

2.6.2 it is not in and will not be in breach of any policies, standard terms or agreements in relation to its Customer Network (or any element of it) as a result of giving AOS access to its Customer Network in accordance with the provisions of this clause.

2.7 The Customer indemnifies and agrees to keep AOS indemnified and held harmless against all liabilities, costs, expenses, damages and losses (including legal fees) that AOS may suffer as a result of a breach of the warranties given by the Customer in clause 2.6.

2.8 The Customer shall during the term of this Licence and thereafter keep confidential and shall not use for its own purposes (other than implementation of this Licence) or disclose to any

third party (except its professional advisers or as may be required by law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to it from AOS and which relates to AOS unless that information is public knowledge or already known to the Customer at the time of disclosure or subsequently becomes public knowledge other than by breach of this Licence or subsequently comes lawfully into the possession of the Customer from a third party. The Customer will use its reasonable endeavours to prevent unauthorised disclosure of any such information.

### **3. Ownership**

Notwithstanding the limited rights granted to the Customer in accordance with this Licence the ownership title and interest of the copyright in The Software and all other Intellectual Property Rights therein shall remain with AOS Ltd.

### **4. Payment**

4.1 In consideration of the supply of The Software and the Support Services the Customer shall pay fees in accordance with the rates set by AOS Ltd on a per user or per pupil or other basis as applicable from time to time. Any Additional Fee payable for any Bespoke Code will be agreed between AOS Ltd and the Customer In Writing prior to the time AOS Ltd agrees to write the Bespoke Code for the Customer.

4.2 If the Customer fails to pay any amount payable by it under this Licence or Support Services or any Additional Fee or other sum due in respect of The Software, AOS Ltd shall be entitled to charge the Customer interest on the overdue amount at the rate of 3% per annum above Lloyds Bank Plc's (or the ABSA Bank for Customers in South Africa's) base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount whether before or after judgment. Furthermore and in addition AOS Ltd reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time.

4.3 The Customer shall not withhold or delay payment or seek to set off any sum by reason of any fault or defect in The Software or any other matter arising from this Licence.

4.4 AOS Ltd reserves the right to withdraw use of the Licence and/or Support Services if any monies become overdue.

### **5. Support of The Software**

5.1 AOS Ltd shall issue Modifications which do not constitute a New Version of The Software by CD, DVD or downloads from a AOS Ltd internet website, as and when required in the absolute discretion of AOS Ltd.

5.2 The Modifications shall include the supply of release notes which are necessary in order to reflect any Modification acquired by the Customer.

5.3 For the avoidance of doubt, the cost of Modifications (but not any Bespoke Code) is included in the licence fee but excludes any sum payable by the Customer in respect of the licence of a New Version.

### **6. Support Services**

6.1 For the purposes of this Licence AOS Ltd shall (subject to Clause 6.2 and the terms of the SLA) supply:

- 6.1.1 a telephone and email and/or web based help desk to provide technical support to users of The Software, and
- 6.1.2 remote diagnosis and, where possible, correction of faults arising from data corruption,

provided the Customer is using a Certified Version of The Software together with any appropriate Modification.

6.2 AOS Ltd shall have no obligation to provide Support Services where faults arise from any Unauthorised Modification or in respect of any decompiling of The Software otherwise than expressly permitted by law. Where in these circumstances AOS Ltd agrees to provide Support Services an additional fee will be payable by the Customer based upon AOS Ltd's then current tariff.

6.3 Where any part of such support services or any internet or hosting services are provided by another provider such as the Preferred Hosting Option, that company's terms and conditions (including any Hosted SLA or other associated service level agreement) takes precedence over (i) the terms of this Licence and (ii) the SLA and shall apply in respect of that part of the support services and any internet or hosting services. At the date of the Contract AOS Ltd's hosted option for its Software is outsourced to Amazon Web Services whose terms and conditions can be viewed here: <https://aws.amazon.com/service-terms/> and whose Hosted SLA applies to their service uptime. Amazon's Web Services service level agreement can be viewed here: <http://aws.amazon.com/ec2/sla/>. AOS Ltd may from time to time and in its absolute discretion appoint another hosting provider to replace or supplement the services of Amazon Web Services. The Customer accepts responsibility for providing the relevant Microsoft Application Licences unless specifically detailed to the contrary on the Contract. The Customer is free to choose whether or not to use an alternative supplier to the Preferred Hosting Option in which case the provisions of Clause 10.5 shall apply.

6.4 AOS Ltd's current SLA is published on the AOS Ltd Support Centre website.

6.5 Where any part of such support services or any SMS services are provided by another provider such as the Preferred SMS Option, that company's terms and conditions (including any SMS SLA or other associated service level agreement) takes precedence over (i) the terms of this Licence and (ii) the SLA and shall apply in respect of that part of the support services and any SMS services. At the date of the Contract AOS Ltd's SMS option for its Software is outsourced to Twilio whose terms and conditions can be viewed here: <https://www.twilio.com/legal/tos> and whose SMS SLA applies to their service uptime. Twilio's SMS SLA can be viewed here: <https://www.twilio.com/legal/service-level-agreement>. AOS Ltd may from time to time and in its absolute discretion appoint another SMS provider to replace or supplement the services of Twilio. The Customer is free to choose whether or not to use an alternative supplier to the Preferred SMS Option in which case the provisions of Clause 10.5 shall apply.

## **7. Termination by AOS Ltd**

7.1 AOS Ltd may terminate this Licence forthwith upon written notice in any of the following events namely:

- 7.1.1 The failure by the Customer to pay the Licence Fee, Support Fee, or any Additional Fee or other charge or fees, when due;
- 7.1.2 If the Customer commits a breach of Clause 2 above;
- 7.1.3 If the Customer commits a breach of any of the terms and conditions hereof and in circumstances where such breach capable of rectification has failed to rectify such breach within one month of receiving written notice from the CEO or Technical Director of AOS Ltd requiring it so to do;
- 7.1.4 The Customer becoming insolvent or compounding with its creditors or going into liquidation, other than for the purposes of reconstruction or amalgamation, or has a Receiver of its assets appointed;
- 7.1.5 Where the Customer is an individual or partnership, he or any partner dies, or any steps are taken to make a bankruptcy order against him or any partner; or

7.1.6 The Customer fails to install a Modification within one month of AOS Ltd notifying the Customer that such Modification is available for installation.

7.2 On the termination of the Licence the Customer shall destroy The Software and will notify the CEO or Technical Director of AOS Ltd In Writing verifying that the original and copies in the whole or in parts, in any form, including partial copies or Modifications or Bespoke Code of the programs received or made, including back-ups, in connection with this Licence, have been destroyed.

7.3 AOS Ltd reserves and the Customer irrevocably grants AOS the right to enter the Customer's premises to verify for itself that the Customer has removed and/or destroyed The Software in accordance with Clause 7.2 above the cost of such visits which the Customer agrees to pay.

## **8. Termination by Customer**

The Software shall be supplied and supported from the Date of Installation and shall continue thereafter as follows:

8.1 For the contract period and shall then automatically continue unless and until it is terminated by the Customer giving the Company at least 90 days' notice In Writing, such notice to be served so as to expire at the end of the contract period or following this any subsequent anniversary of the Date of Installation;

8.1.1 save that the Customer may not terminate the Contract if the Goods are subject to any form of hire or hire purchase agreement, leasing agreement, loan, payment by instalment, or contract for payment on deferred terms or any other agreement where the Company or any third party retains title to the Goods.

8.2 If so granted by AOS Ltd in accordance with the Contract, the Customer may terminate this Licence in which case it shall remove and destroy The Software and all copies as provided in Clause 7.2 above and shall give notice In Writing to the CEO or Technical Director of AOS Ltd.

8.2 AOS Ltd reserves and the Customer irrevocably grants the same rights of access to AOS Ltd as in Clause 7.3 above for the purpose of verifying such removal and/or destruction the cost of such visits which the Customer agrees to pay.

8.3 Termination of this Licence shall not entitle the Customer to any refund of the Licence Fee, Support Fee or any Additional Fees or other charges or fees whatsoever. Unpaid Licence Fees, Support Fees, Additional Fees or other charges or fees shall continue to accrue until receipt by the CEO or Technical Director of AOS Ltd of formal notification of the removal and destruction of The Software.

## **9. Warranty**

9.1 Except as specifically stated in this Licence The Software is provided and licenced "as is" without any warranty of any kind, either express or implied (under the statute or otherwise), including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

9.2 AOS Ltd however warrants that The Software will substantially perform the functions or generally conform to the program specifications published by AOS Ltd in respect of The Software.

9.3 AOS Ltd does not warrant the media on which The Software program is supplied but will use its best endeavours to pass to the Customer the benefit of any manufacturer's warranty attached to the same.

9.4 AOS Ltd does not warrant that the functions contained in The Software will meet the Customer's requirements or that the operation of The Software will be entirely error-free or appear precisely as described in any documentation about The Software.

## **10. Remedies and Limitation of Liability**

10.1 If The Software does not substantially perform the functions or generally conform to The Software specifications published by AOS Ltd and the Customer within 90 days after the Date of Installation reports such non-performance In Writing to the CEO or Technical Director of AOS Ltd then AOS Ltd will endeavour to correct the defect within 90 days of receipt of such report, and if AOS Ltd fails so to do the Customer may terminate its Licence by returning The Software subject to the terms of the Contract and Licence.

10.2 If The Software media is alleged to be defective and the Customer reports the same to the CEO or Technical Director of AOS Ltd within 90 days of delivery then the Customer shall be entitled to return The Software to AOS Ltd who shall replace it free of charge.

10.3 AOS Ltd shall not be liable for any loss (whether direct or indirect) of profits business contracts or anticipated saving or for any indirect incidental or consequential loss including economic loss whatsoever.

10.4 AOS Ltd shall not be liable for any loss or failure to comply with its obligations where the failure is by reason of acts of God, war, hostilities, civil disturbances, governmental restrictions, strikes or industrial disputes, fire, flood, inclement weather, acts or omissions of Government or any department thereof, or of third parties or any other cause whatsoever beyond AOS Ltd's reasonable control.

10.5 The Customer is responsible for:

10.5.1 maintaining the security of its data;

10.5.2 ensuring that its data is adequately backed-up including, in particular, but without limitation, in the event that it chooses to use an Alternative Hosting Solution;

10.5.3 keeping full security copies of the Customer's programs, databases and computer records in accordance with best computer practice; and

10.5.4 as a consequence AOS Ltd shall not be liable for any loss of the Customer's or any third party's data or any failure by the Customer, any Alternative Hosting Solution, any Alternative SMS Solution, or any users of The Software to comply with Clause 11.

10.6 AOS Ltd cannot be held responsible for any bugs in any third party software or other software apart from The Software, viruses, corrupt data and back-up or hardware failures or failure of the Customer to install any Modification provided immediately. It is the Customer's responsibility to have the correct hardware and operating software and to maintain the same.

10.7 AOS Ltd's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Licence shall be limited to the equivalent of (a) the Licence Fee and Support Fee paid by the Customer for one of the Customer's school terms and (b) (if paid) any Additional Fee.

10.8 AOS Ltd does not limit its liability for death or personal injury that arises as a result of its or the negligence of its employees and the remainder of this Clause 10 shall not apply to such liability.

## **11. Data Protection**

11.1 Without limitation to the Customer's obligations under clause 12, it is incumbent upon the Customer to ensure that all users of The Software (including all Permitted Users) obey the Data Protection laws appropriate to the country in which:

11.1.1 The Software is being used; and

11.1.2 in the country in which an hosted environment is provided by a third party if applicable; and

11.1.3 in the country in which SMS is provided by a third party if applicable.

## **12. Use of The Software**

12.1 The Customer shall not use, nor allow any other(s) (including any Permitted User(s)) to use The Software:

- 12.1.1 for any improper, immoral or unlawful purpose, fraudulent, criminal or other illegal activity; or
- 12.1.2 to send a communication which is, or is intended to be, a hoax or which is spiteful, indecent, defamatory, offensive, abusive, obscene or menacing; or
- 12.1.3 to violate or infringe any rights of, or to cause unwarranted inconvenience or anxiety to, any person firm or company (including but not limited to rights of copyright, confidentiality or intellectual property rights of third parties); or
- 12.1.4 in such a way that may interfere with damage corrupt or affect the operation or quality of The Software or any service provision designed to provide The Software; or
- 12.1.5 in any way which is in breach of any relevant law or regulation (or places AOS Ltd in breach of any relevant law or regulation) or any other instruction or direction of AOS Ltd; or
- 12.1.6 in a manner contrary to AOS Ltd's acceptable use policy available on AOS Ltd's Support Centre website from time to time and the Authorised Acceptable Use Policy; or
- 12.1.7 fraudulently or illegally, or in a manner which is likely to result in AOS Ltd or its agent having any liability.

12.2 In the event that there is any conflict in the terms of AOS Ltd's acceptable use policy and the Authorised Acceptable Use Policy then the terms of the Authorised Acceptable Use Policy shall always take precedence and shall apply in respect of any access to The Software by Permitted Users.

12.3 If the Customer does not or any other person using The Software (including any Permitted User) does not comply with any provision of this clause 12, the Customer will defend and indemnify AOS Ltd for any claims, losses, damages, costs, liabilities and expenses (including, without limitation, any legal costs and expenses) which AOS Ltd may suffer or incur as a result of any such non-compliance and the use of The Software may be suspended or disconnected if you continue to breach the provisions of this clause.

12.4 If the Customer discovers that someone has used The Software without its or AOS Ltd's permission, the Customer must notify the Support Centre and the police at the first possible opportunity. The Customer will be held liable for any losses suffered or incurred as a result of such unauthorised use and you accept this risk.

12.5 The Customer shall ensure that all users and Permitted Users comply with any terms and conditions imposed on the Customer by the Customer's internet service provider and where applicable the Customer's hosting company and the Customer's own SMS provider.

12.6 The Customer shall ensure that all contracts entered into with Permitted Users via the e-commerce facility available through The Software shall be subject to the Customer's applicable online terms and conditions and all applicable legislation and regulations.

## **13. General**

13.1 Clause headings in this Licence are for ease of reference only and shall not affect the interpretation or construction of the terms and conditions contained within this Licence.

13.2 This Licence constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Licence.

13.3 No term in this Licence shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.



13.4 If any provision of this Licence is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable that provision shall be deemed severable and the remaining provisions of this Licence shall continue in full force and effect.

13.5 AOS Ltd may at any time assign, transfer, mortgage, charge, sub-contract or deal in any other manner with any or all of its rights and obligations under this Contract, provided we give you reasonable prior notice In Writing. You will where requested by AOS Ltd enter into a novation of this Contract in favour of any purchaser of our business and/or assets of AOS Ltd.

13.6 The Customer may not assign, transfer, mortgage, charge, sub-contract or deal in any other manner with all or any of its rights and obligations under this Licence.

13.7 The Customer warrants to AOS Ltd that the Customer has not been induced to enter into this Licence by any prior oral representation, except as specifically contained in this Licence, and that the Customer waives any claim for breach of prior representations.

13.8 Any variance to these terms and conditions must have been agreed In Writing by AOS Ltd's CEO or Technical Director.

13.9 AOS Ltd may amend the terms of this Licence at any time by giving notice to the Customer either on the Support Centre website or, in AOS Ltd's absolute discretion, by giving notice In Writing to the Customer signed by AOS Ltd's CEO or Technical Director.

13.10 The current Licence terms and conditions are those published on AOS Ltd's Support Centre website and contained in the most recently released Certified Version of The Software to which the Customer agrees to be bound.

#### **14. Notices and Communications**

14.1 All notices and other communications between the parties shall be in writing and given by:

14.1.1 delivery in person;

14.1.2 a nationally recognised next day courier service; or

14.1.3 electronic mail.

For the avoidance of doubt, postal services are not to be used.

14.2 Any notice or communication required to be given "In Writing" to AOS Ltd by the Customer shall be deemed to have been received:

14.2.1 if delivery is made by 14.1.1 or 14.1.2, on signature of a delivery receipt at AOS Ltd's registered address;

14.2.2 if sent by 14.1.3 to a valid and current business email address, on acknowledgement by AOS Ltd's CEO or Technical Director.

14.3 Any notice or communication required to be given "In Writing" to the Customer by AOS Ltd shall be:

14.3.1 delivered or sent to the registered office of the Customer (in the case of a company) or to the installation address specified (in the case of an individual firm or partnership); or

14.3.2 by electronic mail to the latest email address of the Customer communicated in writing to AOS Ltd or listed on the Customer's website.

14.4 This clause 14 shall not apply to the service of any proceedings or other documents in any legal action, or where applicable, any arbitration or recognised other method of dispute resolution.

#### **15. Governing Law and Jurisdiction**

15.1 It is accepted by the Customer and AOS Ltd that all reasonable attempts including arbitration shall be made to resolve any dispute or claim before taking legal action.

15.2 These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

15.3 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim that arises out of or in connection with these terms and conditions or their subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of AOS Ltd to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

15.4 Accounting Office Software Limited is a company registered in England and Wales under company number 04411043 with its registered office at Units 3 & 4, Andromeda House, Calleva Park, Aldermaston, Berkshire. RG7 8AN. UK.

© **Accounting Office Software Limited**

**July 2017**

### **AUTHORISED ACCEPTABLE USE POLICY**

This authorised acceptable use policy sets out the terms under which you may access My.N and any other software (The Software) from Accounting Office Software Limited (**AOS Ltd**) and applies to all users or other persons accessing The Software by any means including through our website (**Our Site**) or through a portal or via any mobile app for The Software.

Your use of Our Site and/or The Software with the right to access The Software, you confirm you accept and agree to abide by and comply with these terms of use and all the policies in this acceptable use policy.

The Software is the property of AOSL, a company registered in England and Wales under company number 04411043 with its registered office at Units 3 & 4, Andromeda House, Calleva Park, Aldermaston, Berkshire. RG7 8AN. UK.

#### **PROHIBITED USES**

You may use Our Site and The Software only for lawful purposes. You may not use our Site and/or The Software:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- Knowingly to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to affect adversely the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of Our Site and/or The Software.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our Site and/or The Software;
  - any equipment or network on which Our Site and/or The Software is stored;
  - any software used in the provision of Our Site and/or The Software; or
  - any equipment or network or software owned or used by any third party.

## **INTERACTIVE SERVICES**

We may from time to time provide interactive services on Our Site and/or The Software (Interactive Services), including, without limitation:

- Forums
- Portals
- Share Ideas
- Support Centre
- Webinar
- LogMeIn or any other remote support software AOSL uses
- Intra The Software messaging/notices

Where we do provide any Interactive Service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any Interactive Service provided on Our Site and/or The Software, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide on Our Site and/or The Software, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our Interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any Interactive Service should be made aware of the potential risks to them.

Where we do moderate an Interactive Service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## **CONTENT STANDARDS**

These content standards apply to any and all material which you contribute to Our Site and/or The Software (**contributions**), and to any Interactive Services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.

- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

#### **SUSPENSION AND TERMINATION**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of Our Site and/or The Software. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use Our Site and/or The Software, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use Our Site and/or The Software.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to Our Site and/or The Software.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

#### **YOUR ACCOUNT AND PASSWORD**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by writing to us at our registered address.

#### **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in Our Site and in the material published on it and AOSL is the owner or the licensee of all intellectual property rights in The Software, and in the material published on such systems. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

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You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on Our Site and that of AOSL (and that of any identified contributors) as the authors of content on The Software must always be acknowledged.

You must not use any part of the content on Our Site and/or The Software for commercial purposes without obtaining a licence so to do from us or our licensors and/or from AOSL or their licensors respectively.

If you print off, copy or download any part of Our Site and/or The Software in breach of these terms of use, your right to use Our Site and/or The Software will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **LIMITATION OF OUR LIABILITY**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to Our Site and/or The Software or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, Our Site and/or The Software; or
- use of or reliance on any content displayed on Our Site and/or The Software.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide Our Site and The Software for domestic and private use. You agree not to use Our Site and/or The Software for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Our Site and/or The Software or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on Our Site and/or The Software. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

#### **CHANGES TO THE ACCEPTABLE USE POLICY**

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on Our Site and/or The Software.

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