

Terms of use

These terms of use ("Terms") constitute a contract between You and DutySheet and govern use of and access to the Service and Site by You and End-Users.

By accepting these Terms, or by accessing or using the Service, Site, App, or authorising or permitting any End-User to access or use the Service, You agree to be bound by these Terms. If You are entering into these Terms on behalf of a company, organisation or another legal entity (an "Entity"), You are agreeing to these Terms for that Entity and representing to DutySheet that You have the authority to bind such Entity and its Affiliates to these Terms. In such a case the terms "Subscriber," "You," "Your" or related capitalised terms herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the Service.

DEFINITIONS

The following terms have the meanings laid out below whenever they are used in these Terms:

"Account" means any accounts or instances created by or on behalf of Subscriber or its agents within the Service.

"Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

"API" means the application programming interfaces developed and enabled by DutySheet that permits Subscriber to access certain functionality provided by the Service, including without limitation, the REST API that enables the interaction with the Service automatically through HTTP requests and the application development API that enables the integration of the Service with other web applications.

"App" means software provided by DutySheet (either by download or access through the internet) that allows End-Users to use any functionality in connection with the applicable Service.

"DutySheet" means DutySheet Ltd, a company established in England and Wales with registration number 06034879, or any of its successors or assignees.

"DutySheet Service" means the on-demand solution made available by DutySheet online via the subscriber login link and other web pages designated by DutySheet, including, individually and collectively, the applicable Software, Updates, API and Documentation.

"Associated Services" means products, services, features and functionality designed to be used in conjunction with the Service but not included in the Service Plan to which You subscribed, including without limitation, integrations and applications created or developed by DutySheet or its Affiliates which are expressly stated to be governed by these Terms.

“Confidential Information” means all information disclosed by You to DutySheet which is in tangible form and labelled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to information relating to DutySheet’s security policies and procedures and Personal Data. For clarity, these Terms as well as Service Data shall be deemed Confidential Information. Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Terms or another valid agreement between the Parties; or (d) was or is independently developed by the receiving party without use of the disclosing party’s Confidential Information.

“Data Protection Legislation” means the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018. The terms “Personal Data”, “Special Categories of Personal Data”, “Personal Data Breach”, “Data Protection Officer”, “Data Controller”, “Data Processor”, “Data Subject” and “process” (in the context of usage of Personal Data) shall have the meanings given to them in the Data Protection Legislation.

“Documentation” means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the DutySheet Service provided or made available by DutySheet to You or End-Users through the Site or otherwise.

“End-User” means an individual authorised to use the Service through Your Account as a volunteer or employee as identified through a unique login.

“Form” means any of Our generated service order forms executed or approved by You with respect to Your subscription to a Service, which form may detail, among other things, the number of End-Users authorised to use the Service under Your subscription to the Service.

“Other Services” means third party products, applications, services, software, products, networks, systems, directories, websites, databases and information which the Service links to, or which You may connect to or enable in conjunction with the Service, including, without limitation, Other Services which may be integrated directly into Your Account.

“Processing/To Process/Processed” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

“Service” means the DutySheet Service together with all applicable Associated Services that You have purchased or deployed or to which You have subscribed (“Deployed Associated Services”), whether made available to You on a trial or paid basis.

“Service Data” means electronic data, text, messages, communications or other materials submitted to and stored within the Service by You and End-Users in connection with Your use of such Service, which may include, without limitation, Personal Data.

“Service Plan(s)” means the packaged service plan(s) and the functionality and services associated therewith (as detailed on the Site applicable to the Service) for the DutySheet Service to which You subscribe.

“Site” means any websites that DutySheet operates.

“Software” means software provided by DutySheet (either by download or access through the internet) that allows End-Users to use any functionality in connection with the applicable Service.

“Subscription Term” means the period during which You have agreed to subscribe to the DutySheet Service, with respect to any individual End-User.

“Usage Data” means anonymisation information or aggregated data that DutySheet may collect about a group or category of services, features or users while You or End-Users use a Service for certain purposes, including analytics, which does not contain Personal Data.

“We”, “Us” or “Our” means DutySheet.

1. GENERAL CONDITIONS AND USE OF SERVICES

- 1.1. During the Subscription Term and subject to compliance with these Terms by You and the End-Users, You have the limited right to access and use a Service consistent with the Service Plan(s) that You subscribe to, together with all applicable Deployed Associated Services, for Your internal business purposes only.
- 1.2. You may not use the Service to provide volunteer management or other outsourced business process services to any third party (other than Affiliates) through a single Account.
- 1.3. Without limiting sections 1.1 and 1.2, Your right to access and use the API is also subject to the restrictions and policies implemented by DutySheet from time to time with respect to the API as set forth in the Documentation or otherwise communicated to You in writing.
- 1.4. An Internet connection with sufficient bandwidth is required for proper transmission of the Service. You are responsible for procuring and maintaining the network connections that connect Your network to the Service, including, but not limited to, ‘browser’ software that supports the protocols used by DutySheet, including the Transport Layer Security (TLS) protocol or any other protocols accepted by DutySheet, and to follow procedures for accessing services that support such protocols.
- 1.5. We are not responsible for notifying You or End-Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by DutySheet. We assume no responsibility for the reliability or performance of any connections as described in this section.
- 1.6. In addition to complying with the other terms, conditions and restrictions set forth below in these Terms, You agree not to:
 - (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than authorised End-Users in furtherance of Your internal business purposes as expressly permitted by these Terms;
 - (b) use the Service to Process data on behalf of any third party other than End-Users;
 - (c) modify, adapt, or hack the Service or otherwise attempt to gain unauthorised access to the Service or related systems or networks;

- (d) falsely imply any sponsorship or association with DutySheet;
 - (e) use the Service in any unlawful manner, including but not limited to violation of any person's privacy rights;
 - (f) use the Service to send unsolicited or unauthorised bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages;
 - (g) use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights;
 - (h) use the Service in any manner that interferes with or disrupts the integrity or performance of the Services and its components;
 - (i) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Service;
 - (j) use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libellous, obscene, or discriminatory;
 - (k) use the Service to knowingly post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); or
 - (l) attempt to use, or use the Service in violation of these Terms.
- 1.7. You are responsible for compliance with the provisions of these Terms by End-Users and for any and all activities that occur under Your Account, as well as for all Service Data.
- 1.8. Without limiting section 1.7, You are solely responsible for ensuring that use of the Service to store and transmit Service Data is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with End-Users. You also maintain all responsibility for determining whether the Services or the information generated thereby is accurate or sufficient for Your purposes. Subject to any limitation on the number of individual End-Users available under the applicable Service Plan(s) to which You subscribed or applicable Deployed Associated Service, access to and use of the Service is restricted to the specified number of individual End-Users permitted under Your subscription to the Service.
- 1.9. You agree and acknowledge that each End-User will be identified by a unique username and password ("Login") and that an End-User Login may only be used by one (1) individual.
- 1.10. You will not share a single End-User Login among multiple individuals.
- 1.11. You and Your End-Users are jointly and severally responsible for maintaining the confidentiality of all Login information for Your Account.
- 1.12. In addition to Our rights as set forth in section 6.4, We reserve the right, in Our reasonable discretion, to temporarily suspend Your access to and use of a Service:
- (a) during planned downtime for upgrades and maintenance to the Service (of which We will use commercially reasonable efforts to notify You in advance both through Our Site and a notice to Your Account owner and End-Users) ("Planned Downtime");
 - (b) during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks; or
 - (c) if We suspect or detect any Malicious Software connected to Your Account or use of the Service by You or End-Users.

2. DATA PRIVACY AND SECURITY; CONFIDENTIALITY

- 2.1. Subject to the permissions expressly given in these Terms, each Party will keep the other's Confidential Information strictly confidential and will strictly protect each other's Confidential Information from unauthorised use, access or disclosure.
- 2.2. Except as otherwise expressly permitted pursuant to these Terms, each of us may use each other's Confidential Information solely to exercise our respective rights and perform our respective obligations under these Terms and shall be allowed to disclose such Confidential Information solely:
 - (a) to our respective employees, representatives, subcontractors and agents who have a need to know or access Confidential Information for such purposes and who are themselves bound to maintain the confidentiality of, and not misuse, Confidential Information;
 - (b) as necessary to comply with a court order; or
 - (c) as reasonably necessary to comply with any applicable law or regulation.
- 2.3. The provisions of this section 2 shall supersede any non-disclosure agreement by and between the Parties that would purport to address the confidentiality and security of Service Data and such agreement shall have no further force or effect with respect to Service Data.
- 2.4. To the extent Service Data constitutes Personal Data, You and DutySheet hereby agree that the terms of the Data Processing Addendum shall apply to DutySheet's processing on Your behalf.
- 2.5. DutySheet will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Service Data. These safeguards include encryption of Service Data in transmission (using TLS or similar technologies), except for certain Other Services that do not support encryption, which You may link to through the Service at Your election. Our compliance with the provisions of this section 2.5 shall be deemed compliance with Our obligations to protect Service Data as set forth in section 2.1.
- 2.6. You agree that We, and the service providers that We utilise to assist in providing the Service to You, shall have the right to access Your Account and to use, modify, reproduce, distribute, display and disclose Service Data to the extent necessary to provide the Service, including, without limitation, in response to Your support requests.
- 2.7. Any third-party service providers We utilize will only be given access to Your Account and Service Data as is reasonably necessary to provide the Service and will be subject to:
 - (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in section 2.5; an
 - (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth in the Data Processing Addendum.
 - (c) In addition to Service Data, We may collect certain information (which may include Personal Data) about You and End-Users as well as Your and their respective devices, computers and use of the Service. We may use, disclose, and protect this information as described in Our Privacy Policy, the then-current version of which is available at <https://www.dutysheet.com/company/legal/privacy-policy/>

3. INTELLECTUAL PROPERTY

- 3.1. Each Party shall maintain all rights, title and interest in and to all of our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights").
- 3.2. The rights granted to You and End-Users to use the Service under these Terms do not convey any additional rights in the Service, or in any Intellectual Property Rights associated therewith.

- 3.3. Subject only to the limited rights to access and use the Service as expressly stated herein, all rights, title and interest in and to the Service and all hardware, Software and other components of or used to provide the Service, including all related Intellectual Property Rights, will remain DutySheet's and belong exclusively to DutySheet.
- 3.4. DutySheet shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You, an End-User, or other third parties acting on Your behalf.
- 3.5. DutySheet, and DutySheet's other product and service names, and logos used or displayed on the Service are registered or unregistered trademarks of one or more members of DutySheet (collectively, "Marks"), and You may only use applicable Marks to identify You as a Subscriber; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Us, Our services or products.

4. THIRD PARTY

- 4.1. If You decide to enable, access or use Other Services, be advised that Your access and use of such Other Services is governed solely by the terms and conditions of such Other Services.
- 4.2. By enabling any Other Services, You are expressly permitting DutySheet to disclose Your Login and Service Data (as necessary to facilitate the use or enablement of such Other Services). You may be required to register for or log into such Other Services on their respective applications/websites.
- 4.3. We do not endorse, are not responsible or liable for, and make no representations as to any aspect of the Other Services that You may use, including, without limitation, their content or the manner in which they handle data (including Service Data) or any interaction between You and the provider of such Other Services.
- 4.4. We are not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services, or Your reliance on the privacy practices, data security processes or other policies of such Other Services.
- 4.5. You irrevocably waive any claim against DutySheet with respect to such Other Services.

5. BILLING AND PAYMENTS

- 5.1. Unless otherwise indicated on a Form referencing these Terms or in any Additional Terms (as defined in section 10.2) and subject to section 5.3, all charges associated with Your access to and use of the Service ("Subscription Charges") are due in full upon commencement of Your Subscription Term, or with respect to a Deployed Associated Service, at the time such Deployed Associated Service is purchased, subscribed to or otherwise deployed.
- 5.2. If You fail to pay Your Subscription Charges or charges for other services indicated on any Form referencing these Terms within five (5) business days of Our notice to You that payment is due or delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of such Service by You and End-Users.
- 5.3. If You choose to upgrade Your Service Plan or increase the number of End-Users authorised to access and use the Service during Your Subscription Term (a "Subscription Upgrade"), unless explicitly agreed at the time of order any incremental Subscription Charges associated with such Subscription Upgrade will be prorated over the remaining period of

Your then current Subscription Term, charged to Your Account and due and payable upon implementation of such Subscription Upgrade. In any future Subscription Term, Your Subscription Charges will reflect any such Subscription Upgrades.

- 5.4. If You elect to downgrade Your Service Plan, You will not receive refunds or credits for Subscription Charges or other fees or payments. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service as available to You under Your Account, and DutySheet does not accept any liability for such loss.
- 5.5. Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). You are responsible for paying Taxes except those assessable against DutySheet based on its income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

6. CANCELLATION AND TERMINATION

- 6.1. Either Party may elect to terminate Your Account and subscription to the Service as of the end of Your then current Subscription Term by providing notice, in accordance with these Terms, on or prior to the date thirty (30) days preceding the end of such Subscription Term.
- 6.2. Unless Your Account and subscription to the Services is so terminated, Your subscription to the Service (including any and all Deployed Associated Services) will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in any Form, any renewed Subscription Terms shall be charged at our rates, as applicable, as of the time such renewal Subscription Term commences.
- 6.3. No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service, or cancel Your Account, prior to the end of Your then effective Subscription Term. Following the termination or cancellation of Your subscription to the Service and/or Account, We reserve the right to delete all Service Data in the normal course of operation. Service Data cannot be recovered once Your Account is cancelled.
- 6.4. If You terminate Your subscription to the Service, or cancel Your Account, prior to the end of Your then effective Subscription Term or if We effect such termination or cancellation pursuant to sections 1.6(c) or 6.6; in addition to other amounts You may owe DutySheet, You must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term.
- 6.5. The payments otherwise due under 6.4 will not be payable by You in the event that You terminate Your subscription to the Service, or cancel Your Account, as a result of a material breach of these Terms by DutySheet, provided that You provide advance notice of such breach to DutySheet and afford DutySheet not less than thirty (30) days to cure such breach.
- 6.6. We reserve the right to modify, suspend or terminate the Service (or any part thereof), Your Account or Your and/or agents' or End-Users' rights to access and use the Services, and remove, disable and discard any Service Data if We believe that You, Your agents or End-Users have violated these Terms by engaging in fraudulent or illegal activity. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You, Your agents, End-Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by You, Your agents or End-Users may be referred to law enforcement authorities at Our sole discretion.

7. DISCLAIMER OF WARRANTIES

- 7.1. The Site and the Service, including all server and network components, are provided on an “as is” and “as available” basis, without any warranties of any kind to the fullest extent permitted by law, and we expressly disclaim any and all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.
- 7.2. You acknowledge that we do not warrant that the service will be uninterrupted, timely, secure, error-free or free from viruses or other malicious software, and no information or advice obtained by you from us or through the Service shall create any warranty not expressly stated in these terms.

8. LIMITATION OF LIABILITY

- 8.1. Nothing in these Conditions or any Contract shall exclude or limit either of our liability to the other for (i) fraud or other criminal act, (ii) personal injury or death caused by negligence of that party’s employees in connection with the performance of their duties hereunder or (iii) fraud or fraudulent misrepresentation and (iv) any other liability that can not be excluded by law.
- 8.2. Subject to Clause 8.1, in no event will We be liable for any damages resulting from: lost profits, loss of revenue, loss of anticipated savings, loss of goodwill, loss of reputation and any indirect or consequential loss. Such liability is excluded whether such damages were reasonably foreseeable or actually foreseen.
- 8.3. Subject to 8.1 and 8.2, Our maximum liability to You for all liabilities, costs expenses, damages and losses (in) suffered or incurred by You shall not exceed the limits set out in the following categories:
 - (a) any claim made against You for actual or alleged infringement of a third party’s intellectual property rights arising out of, or in connection with, use or supply of the Services shall not exceed one million pounds;
 - (b) any claim made against You by a third party arising out of, or in connection with, the supply of the Services, shall not exceed 125% of the related Order value paid and payable by You in the twelve months preceding the act or omission giving rise to the liability.
- 8.4. This Clause 8 shall survive termination of the contract.

9. INDEMNIFICATION

- 9.1. We will indemnify and hold You harmless, from and against any claim against You by reason of Your use of the Service as permitted hereunder, brought by a third party alleging that such Service infringes or misappropriates a third party’s valid patent, copyright, trademark or trade secret (an “IP Claim”).
- 9.2. We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the lawyers engaged by DutySheet for such defence, provided that:
 - (a) You promptly notify DutySheet of the threat or notice of such IP Claim;
 - (b) We will have the sole and exclusive control and authority to select defence counsel, defend and/or settle any such IP Claim; and

- (c) You fully cooperate with DutySheet in connection therewith.
- 9.3. If use of the Service by You, Your agents or End-Users has become, or in Our opinion is likely to become, the subject of any such IP Claim, We may at Our option and expense:
 - (a) procure for You the right to continue using the Service as set forth hereunder;
 - (b) replace or modify the Service to make it non-infringing; or
 - (c) if options (a) or (b) are not commercially reasonable or practicable as determined by DutySheet, terminate Your subscription to the Service and repay You, on a pro-rated basis, any Subscription Charges previously paid to DutySheet for the corresponding unused portion of Your Subscription Term for such Service.
- 9.4. We will have no liability or obligation under this section 9 with respect to any IP Claim if such claim is caused in whole or in part by:
 - (a) compliance with designs, data, instructions or specifications provided by You;
 - (b) modification of the Service by anyone other than DutySheet; or
 - (c) the combination, operation or use of the Service with other hardware or software where the Service would not by itself be infringing.
- 9.5. The provisions of this section 9 state the sole, exclusive and entire liability of DutySheet to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service by You, Your agents or End-Users.
- 9.6. You will indemnify and hold DutySheet harmless against any claim brought by a third party against DutySheet arising from or related to use of the Service by You, Your agents or End-Users in breach of these Terms or matters which You have expressly agreed to be responsible pursuant to these Terms; provided that We promptly notify You of the threat or notice of such a claim and save that the indemnity from You shall not cover any indirect or consequential loss, loss of profits, revenue or business opportunity as a result of entering into this contract as covered by these Terms and your maximum aggregate liability will in no circumstance exceed the annual value of this contract between us (as governed by the Terms).

10. ASSIGNMENT, ENTIRE AGREEMENT & AMENDMENT

- 10.1. You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of these Terms or Your rights under these Terms or delegate performance of Your duties under these Terms without Our prior consent; consent will not be unreasonably withheld.
- 10.2. We may, without Your consent, assign Our agreement with You to another party in connection with any merger or change of control of DutySheet or the sale of all or substantially all of Our assets provided that any such party agrees to fulfil its obligations pursuant to these Terms
- 10.3. Subject to the foregoing restrictions, these Terms will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- 10.4. These Terms, together with any Form(s), constitute the entire agreement, and supersede any and all prior agreements between You and DutySheet with regard to the subject matter hereof.
- 10.5. These Terms and any Form(s) shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any Entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either party with respect to the subject matter hereof.
- 10.6. Notwithstanding the foregoing, additional terms may apply to certain features, functionality, or services We offer as part of or distinct from the Service, including

Associated Services (the “Additional Terms”). In those instances, We will notify You of such Additional Terms prior to the activation of these features, functionality, or services and the activation of these features, functionality, or services in Your Account will be considered acceptance of the Additional Terms. All such Additional Terms will be considered incorporated into these Terms when You or any agent authorized as an administrator in Your Account activate the feature, functionality, or service.

10.7. Where there is a conflict between these Terms and the Additional Terms, the Additional Terms will control.

10.8. We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. We will notify You not less than ten (10) days prior to the effective date of any such amendment and Your continued use of the Service following the effective date of any such amendment may be relied upon by DutySheet as Your consent to any such amendment. Our failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.

11. SEVERABILITY & ENFORCEMENT

11.1. If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

11.2. The failure of either party to assert any right under These Terms shall not be considered a waiver of any that party’s right and that right will remain in full force and effect.

11.3. You agree that without regard to any statute or contrary law that any claim or cause arising out of the Services of DutySheet must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred, whether such claim is made by You or by Us and save that claims made against You by a third party as set out in clause 8 shall be excluded from the said requirement to file within one (1) year.

12. RELATIONSHIP OF THE PARTIES

12.1. The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship among the parties and all business shall be conducted ‘at arm’s length’.

13. SURVIVAL

13.1. All relevant sections shall survive any termination of our agreement with respect to use of the Service by You, Your agents or End Users. Termination of such agreement shall not limit a Party’s liability for obligations accrued as of or prior to such termination or for any breach of these Terms.

14. NOTICE

14.1. All notices to be provided by DutySheet to You under this Agreement may be delivered in writing:

- (a) by nationally recognized overnight delivery service (“Courier”) or registered mail to the contact mailing address provided by You on any Form; or

- (b) electronic mail to the electronic mail address provided for Your Account owner.
- 14.2. You must give notice to DutySheet in writing by Courier or registered mail to the offices of DutySheet.
- 14.3. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

15. GOVERNING LAW

- 15.1. You agree that these Terms of Use and any dispute arising out of your use of this website or our products or services shall be governed by and construed in accordance with the laws of England and Wales.
- 15.2. Disputes shall be referred initially to mediation, with the parties agreeing to a mediator and a location within the UK within five (5) business days of either party notifying the other of an intention to go to mediation.
- 15.3. If mediation proves unsuccessful, then the courts of England shall have the sole right to adjudicate on the dispute. For the avoidance of doubt, both parties must make a genuine effort to resolve the dispute by mediation before lodging a claim with the courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorised representatives as set forth below:

Signed for and on behalf of Us

Signed for and on behalf of You

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: