Terms and Conditions of Use

Effective as of 11th February 2019

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1. What this agreement is about

- 1.1.If you are a user of Clients Assistant, this agreement describes how you may use Clients Assistant and is made up of these terms and conditions and our Privacy Notice.
- 1.2. If you are a partner and have subscribed to either the Clients Solution Associate Limited Online Clients Assistant Programme or the Clients Solution Associate Limited Partner Program terms and conditions (“Clients Solution Associate Limited Partner”), this agreement describes how you and

your own clients may use Clients Assistant and this agreement applies in addition to the terms and conditions of the Clients Solution Associate Limited Online Clients Assistant Programme or the Clients Solution Associate Limited Partner Program as applicable to and accepted by you.

- 1.3. In this agreement, where we say "Clients Assistant" we mean all products comprising the accounting, payroll and human resources products family.

- 1.4. In this agreement
  - 1.4.1 "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control of the subject entity, where "control" is the ownership or control (whether directly or indirectly) of at least 50% of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only so long as such control continues;
  - 1.4.2 "**Customer Data**" shall mean the data, information or material provided, inputted or submitted by you or on your behalf into Clients Assistant, which may include data relating to your customers and/or employees.
  - 1.4.3 "**Customer Personal Data**" has the meaning set out in clause 11.1.
  - 1.4.4 "**Data Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.
  - 1.4.5 "**Data Processor**" a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.
  - 1.4.6 "**Data Protection Laws**" means all applicable EU laws and regulations governing the use or processing of Personal Data, including (where applicable) the European Union Directive 95/46/EC (until and including 24 May 2018), the GDPR (from and including 25 May 2018) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.
  - 1.4.7 "**GDPR**" means EU General Data Protection Regulation 2016/679.
  - 1.4.8 "**Personal Data**" means any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
  - 1.4.9 "**Privacy Notice**" means our privacy notice posted on www.clientsassistant.com (or such other URL as we may notify to you) and which may be amended by Clients Solution Associate Limited from time to time.
  - 1.4.10 "**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and "Process", "Processed" and "Processes" shall be construed accordingly.
  - 1.4.11 "**Supervisory Authority**" means an independent public authority which is established under applicable Member State law and which concerns itself with the Processing of Personal Data.
- 1.5. We may change the terms and conditions of this agreement and our Privacy Notice at any time. We will make reasonable efforts to communicate any changes to you via a notification on Clients Assistant or by sending an email to you, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this agreement and our Privacy Notice on our website at www.Clients Solution Associate Limitedone.com as you will be deemed to accept all changes if you continue to use Clients Assistant.

2. Who this agreement is between

- 2.1. This agreement is between: you, the person or organisation authorised to use Clients Assistant; and us, Clients Solution Associate Limited (UK) Limited (company registration number 07832194 , VAT number GB 232614730, registered office: 5 Scholars Walk, Hatfield, AL10 8ST, United Kingdom) if you subscribe to Clients Assistant in the United Kingdom;
- 2.2. By entering into this agreement, we both agree to be bound by and keep to it.

3. How you accept this agreement, and when this agreement starts

- 3.1. You accept every term and condition of this agreement, and this agreement starts from the earliest date you tick a box or click on a button (or something similar) when you are asked to confirm that you accept this agreement during sign up to the service, or when you use Clients Assistant (or any part of it). If you accept this agreement and pay the relevant subscription fees (where applicable), we give you the right to use Clients Assistant in the way described in this agreement. You must not use Clients Assistant in any other way.
- 3.2. This agreement will continue until terminated in accordance with clause 17.
- 3.3. If you don't accept this agreement, you should contact us or your Clients Solution Associate Limited Partner immediately (where you have set up your Clients Assistant account through your Clients Solution Associate Limited Partner and your Clients Solution Associate Limited Partner administers it for you) and you should not use Clients Assistant.

4. Setting up a Clients Assistant account directly with Clients Solution Associate Limited

- 4.1. We will give you your sign-in details and passwords to enable you to use Clients Assistant (the “sign-in information”) once you have registered with us. If you wish to redeem a promotion or activation code you must enter this as part of the registration process. You will need to activate your account within 28 days of receiving the activation email which we will send to the email address you have registered with us. Failure to activate your account may lead to an inability to access any data which may have been entered into that account.
- 4.2. You may take advantage of a free trial of Clients Assistant. We will confirm the duration of any applicable free trial period in a confirmatory email following registration.
- 4.3. If you are a new customer to Clients Assistant and elect to buy Clients Assistant immediately without a free trial by signing up the buy now offer and entering your direct debit details, you will receive such discount as we may from time to time determine off the recommended retail price for 6 calendar months (or such other period as we specify on our website or in our marketing literature) starting with the month in which we accept your valid direct debit details (“Buy Now Discount”). You will be charged for access to Clients Assistant from the date you provide your direct debit details and your first invoice will be generated on the first day of the next calendar month but prorated depending on the date you signed up for Clients Assistant. After expiry of your Buy Now Discount the monthly price for your Clients Assistant service will revert automatically without notice to our current list price unless we advise otherwise. Any break in payment resulting in a deactivation and subsequent reactivation of your Clients Assistant account will result in your monthly subscription being reactivated at our current list price. Once you have purchased your first Clients Assistant service with the Buy Now Discount, any additional subscriptions by you of a Clients Assistant service will be at our then-current price list for that Clients Assistant service (plus VAT or equivalent sales tax) as specified on our website from time to time.
- 4.4. If you continue to use Clients Assistant following your trial period or if you have elected to purchase Clients Assistant without taking a free trial, you agree to pay the applicable subscription fee (plus any VAT or applicable sales tax) directly to us via the payment method specified during registration or via any different payment method which we may notify to you from time to time, until either you or we end this agreement in one of the ways set out in clause 17.
- 4.5. If you fail to pay any amount payable by you under this agreement, we may charge you interest on the amount overdue from the due date of payment up to and including the date of actual payment (as well as before and after judgment), at the rate of 4% per annum above the base rate for the time being of HSBC Bank plc if you subscribe to Clients Assistant in the United Kingdom . Such interest shall accrue on a daily basis and be compounded quarterly and you will pay the interest to us immediately upon demand. If at any time we charge you an incorrect price, we reserve the right to rectify our invoice and claim payment from you for the correct amount which you agree to pay. If we have overcharged you, we will reimburse you for the amount by which you have been overcharged.
- 4.6. We may increase the subscription fee for Clients Assistant at any time by giving you not less than 30 days’ written notice and such an increase will take effect from your next payment date after this notice period has ended.
- 4.7. By using the functionality within Clients Assistant, providing your Clients Solution Associate Limited Partner is an accountant partner you can grant your Clients Solution Associate Limited accountant access to your Clients Assistant account provided that your Clients Solution Associate Limited accountant has subscribed to the Clients Solution Associate Limited Online Accounting Programme. If you choose to do this, we cannot accept any liability for the actions of your Clients Solution Associate Limited accountant including, without limitation, their access to your Clients Assistant account or the data contained within it. Except where your Clients Solution Associate Limited accountant has set up your Clients Assistant account (in which event, clause 5 shall apply), you can withdraw your Clients Solution Associate Limited accountant’s access to your Clients Assistant account at any time.

5. Setting up an Clients Assistant account through a Clients Solution Associate Partner

- 5.1. If your Clients Solution Associate Partner sets up your Clients Assistant account for you it will automatically link your account to the Clients Solution Associate Partner’s own Clients Assistant account. If you pay your Clients Solution Associate Partner and not us (until such time that we, and/or

your Clients Solution Associate Partner, notifies you to pay us directly) for your use of Accounting, your Clients Solution Associate Partner will manage your Accounting account. As you cannot withdraw your Clients Solution Associate Partner's access to your Accounting account in these circumstances, you would need to request that your Clients Solution Associate Partner withdraws their access to your Accounting account.

- 5.2. We cannot accept any liability which arises out of or in connection with any act, omission or other failure of your Clients Solution Associate Partner, including without limitation, its access to your Clients Assistant account.
- 5.3. You are responsible for working with your Clients Solution Associate Partner to set and manage access rights and levels of access that your Clients Solution Associate Partner has over your Clients Assistant account as agreed between you and your Clients Solution Associate Partner. You acknowledge that we have no control over such access rights and therefore we accept no liability for any loss or damage or other liability that you suffer as a result of any act, omission or failure of your Clients Solution Associate Partner.

6. Sign up via Social Log in

- 6.1. If you sign up to Clients Assistant via a "social log in" (either using the web app) we will rely upon the relevant social log in's authentication process and you will be able to access your Clients Assistant Account via your log in to the relevant social website or app. You will not be required to create a separate id or password to access your Clients Assistant account and you will only be able to gain access to your Clients Assistant account when you are logged on to the relevant social website or app.
- 6.2. Clients Solution Associate Limited will use the personal data it obtains from the relevant social log in app or website to manage you Clients Assistant account and shall not be responsible for loss of any data from your Clients Assistant account or unauthorised access to your Clients Assistant account which arises as a result of failures in the security of the relevant social log in app or website.
- 6.3. Once you have set up your Clients Assistant account via a social log in, you will be able to change your details by following the instructions available within Clients Assistant.

7. Your rights to use Clients Assistant and your obligations

- 7.1. You must only use Clients Assistant for your internal business purposes and only to input your own information into Clients Assistant, unless you are a Clients Solution Associate Limited Partner. Clients Solution Associate Limited Partners may link to their clients' Clients Assistant services for the purposes of inputting, transferring and analysing data on behalf of such clients (where the client permits this) and for making the Clients Assistant service available to them.
- 7.2. All rights of ownership of the information you or a Clients Solution Associate Limited Partner inputs into Clients Assistant remain yours but your access to this information is dependent upon you complying with these terms and conditions and your applicable subscription fee being paid in full. We follow good industry practice to prevent data loss; however, you must keep copies of any information inputted into Clients Assistant (or generated by it) as we cannot guarantee that your information will not be lost or damaged and you should be aware that in the event of your Clients Solution Associate Limited Partner ceasing to administer your Clients Assistant account, any documents stored using Collaborate will be destroyed.
- 7.3. You cannot transfer your Clients Assistant subscription (or your use of Clients Assistant for demonstration and evaluation purposes or any free trial, promotion or activation code), or your Clients Assistant Account created via a Mobile App to any other person or organisation. For example, you cannot sell it if you no longer want to use Clients Assistant, or if you become insolvent an insolvency practitioner may not pass on your Clients Assistant subscription (including your sign-in information) as part of your business's assets. Further information on this is set out in clause 18.4.
- 7.4. You must comply with all applicable laws and legislation in respect of your use of Clients Assistant and for any filing, sharing or use of the Collaborate functionality, you must ensure that the content of any files does not and will not result in any injury, damage or harm to us or any third party (including, without limitation, defamation or breach of confidentiality) and the content does not contain anything which is unlawful, obscene, indecent or immoral or promotes illegal or unlawful activities.
- 7.5. You acknowledge that we are not your accountant and Clients Assistant should not be used as a substitute for professional accountancy advice.
- 7.6. Some features of Clients Assistant rely on integration with other Clients Solution Associate Limited products and services (such as Clients Solution Associate Limited Pay) or provide access to technology, information or services not provided by us (such as the HM Revenue & Customs website even though it may look like Clients Solution Associate Limited operates these technologies or services). You may purchase or subscribe to third party complimentary products, software or services (including from the Add-On section of the Clients Assistant website) that integrate or work with Clients Assistant or any other Clients Solution Associate Limited products and services or technology, information or services not provided by us ("Additional Services"). It is your responsibility to decide whether or not to use Additional Services and if you choose to do so you must agree to the separate applicable terms and conditions presented to you by Clients Solution Associate Limited or the third party for those Additional Services. If there is a conflict between any of the terms of this agreement and the Additional Services terms, the Additional Services terms will apply in relation to your use of

the Additional Service in question. Except where clause 16.4 applies, we are not responsible for any issue with any third-party technology, information and/or services and will not be liable for those issues. We may withdraw access to such third party technology, information or services via Clients Assistant at any time and without notifying you.

- 7.7. You acknowledge that, where relevant, the third party provider of the Additional Services may collect from you the subscription fees due for Clients Assistant. In such circumstances you agree to pay the applicable subscription fee (plus any VAT or applicable sales tax) directly to the third party provider via the payment method and subject to the payment terms specified during registration or which may otherwise be notified to you from time to time, in default of which the payment terms set out in this agreement shall apply.
- 7.8. You agree that if you receive Clients Assistant at a special or discounted price you will only be able to receive Clients Assistant at that special or discounted price if your subscription fees for Clients Assistant are paid continuously. Any delay or other failure in payment which results in a suspension, termination or other deactivation of your account may result in your monthly subscription fee being reactivated at our then-current list price which will be higher than the special or discounted price you previously paid. Please visit our website for details of our pricing.

8. Special Terms for Clients Assistant

If you subscribe to Clients Assistant (including any applicable free trial period), the following terms and conditions shall apply to you.

- 8.1 Setting up Clients Assistant
  - 8.1.1 When you register with us to use Clients Assistant, the first business you register will be known as the “Lead Business”. During this registration process, you will be registered with us as the “Subscriber User” for that Lead Business.
  - 8.1.2 Clients Assistant allows you to add via your Clients Assistant account additional businesses owned and controlled by you to Clients Assistant so that those additional businesses may use Clients Assistant, subject to your payment of the applicable subscription fee (“Additional Business”). If you wish to add more Additional Businesses than is permitted by your Clients Assistant account, you will need to contact us at support@Clientsassistant.com or 01707 251 120 if you are calling from the United Kingdom. We will confirm the number of Additional Businesses you may add to your Clients Assistant account and the applicable monthly subscription fee immediately payable for each Additional Business (such Additional Businesses do not qualify for a free trial).
  - 8.1.3 The subscription fee payable for Clients Assistant for the Lead Business and for each Additional Business you add to your Clients Assistant account is payable to us monthly in advance. You agree to set up a monthly direct debit for the Lead Business and for each Additional Business using Clients Assistant so that we will receive a separate payment from you in respect of the Lead Business and each Additional Business for their use of Clients Assistant.
  - 8.1.4 If your Clients Solution Associate Limited Partner sets up and manages your Clients Assistant account pursuant to clause 5.1 above, your Clients Solution Associate Limited Partner will not be able to add Additional Businesses to your Clients Assistant account to use Clients Assistant. If you wish to add an Additional Business in these circumstances, please contact us as set out in clause 8.1.1 above.
- 8.2 Using Clients Assistant
  - 8.2.1 For each Additional Business you will need to allocate a person who will be the system manager for that Additional Business (“System Manager”). The System Manager is responsible for allocating and managing the number of users for the Additional Business and may be the same person as the Subscriber User but need not be.
  - 8.2.2 The number of users for a Lead Business and/or an Additional Business is subject to our discretion and we may reduce the number of users for a Lead Business and/or an Additional Business upon notice to you at any time.
  - 8.2.3 You will at all times (and will procure that the System Manager and each user of Clients Assistant will) properly and fully comply with the terms and conditions of this agreement. Any act, omission or other failure on the part of the System Manager and/or any user of Clients Assistant will be deemed to be an act, omission or failure by you.
  - 8.2.4 We may change how we provide support for Clients Assistant (and if any applicable charges may become payable) by posting a notification on Clients Assistant or emailing you with details of the changes. We will aim to give you as much advance notice as possible of these changes.

9. Restrictions on your use of Clients Assistant

- 9.1 The following list gives examples of things you must not do with Clients Assistant:
  - 9.1.1 you must not introduce any viruses or harmful technology to Clients Assistant;
  - 9.1.2 you must not try to gain unauthorised access to Clients Assistant or any underlying technology;
  - 9.1.3 you must not try to affect the availability of Clients Assistant to our users (sometimes called ‘a denial-of-service attack’);
  - 9.1.4 unless you are a Clients Solution Associate Limited Partner or except as expressly permitted in this agreement, you must not give anyone else any right (of any kind) to use or benefit from Clients Assistant in any way or provide Clients Assistant to others. For example, you cannot use Clients Assistant with someone else’s information to provide a service to them;
  - 9.1.5 you may not use Clients Assistant to help you develop your own software. For example, you must not use or copy all or any part of Clients Assistant's ‘graphical user interface’, ‘operating logic’ or ‘database structure’ for it to be part of, or to develop, any software or other product or technology, unless that use or copying is allowed by law.
- 9.2 It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of Clients Assistant. In general, we will not tolerate any use which damages or is likely to damage our business or reputation, the availability or integrity of Clients Assistant or which causes us or threatens to cause us to incur any legal, tax or regulatory liability. We will also not tolerate any conduct by you with is (or we reasonably deem to be) offensive, malicious, threatening, intimidating or otherwise unacceptable behaviour (“Unacceptable Conduct”). If we consider you have participated in any Unacceptable Conduct, we may end this agreement by giving you 20 days’ notice in writing. In these circumstances you will not be entitled to a refund of any amounts you have paid to us in advance for your subscription period.

10. Our promises relating to Clients Assistant

- 10.1 Whilst we aim to provide uninterrupted use of Clients Assistant, unfortunately we can’t guarantee this, for example, some interruptions may be caused by reasons outside our control and in such circumstances, we will not be responsible for any failure to perform our obligations in this agreement, and we will be excused from that failure for so long as those circumstances continue.
- 10.2 We do not promise:
  - 10.2.1 that Clients Assistant will be compatible with your web browser or computer set-up;
  - 10.2.2 that Clients Assistant will meet your own needs;
  - 10.2.3 that you will be able to use Clients Assistant in any particular way;
  - 10.2.4 that you will get particular outputs from Clients Assistant;
  - 10.2.5 the standard of the results you get from using Clients Assistant; or
  - 10.2.6 that, where you use our technical support services, we will be able to fix your problem or remedy your issue.

  The fact that you have told our representative about how you intend to use Clients Assistant will not affect this clause as Clients Assistant has been developed for many different types of users, and you are responsible for setting up and accessing Clients Assistant so that you can use it in the way you need, and as best suits your circumstances.

- 10.3 You are solely responsible for obtaining and maintaining your internet and network connections and any associated problems are your responsibility.
- 10.4 We will take reasonable steps to make sure that Clients Assistant is free from viruses but we cannot guarantee this. We recommend that you use your own virus-protection software as we will not be responsible for any loss or damage caused by any viruses or other harmful technology that may infect your computer systems, data or other material owned by you.

- 10.5 You are responsible for controlling who can access your Clients Assistant account. We advise that you don't allow anyone else to use your sign in information and that you change your password at regular intervals.

- 10.6 From time to time we may temporarily suspend access to Clients Assistant, for maintenance, repairs or other reasons. We will try to do this outside normal business hours and provide advance notice but this might not always be possible. If we become aware that there is an issue with Clients Assistant which affects you we may contact you to discuss the steps required to remedy that issue. You agree to provide all reasonably assistance in helping us remedy that issue.
- 10.7 We promise that we will use our reasonable skill and care to provide any service to you under this agreement.
- 10.8 This agreement describes all of our promises relating to Clients Assistant. Unless this agreement says otherwise, we are not bound by any other contract terms, warranties or other type of promise. If, under any law, a particular term, warranty or other type of promise relating to Clients Assistant would automatically be included in this agreement, we will only be bound by that term, warranty or promise to the extent prescribed by law.

11. Data Protection

- 11.1 For the purposes of this agreement, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data ("**Customer Personal Data**") and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy and quality.
- 11.2 You warrant and represent that:
  - 11.2.1. you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;
  - 11.2.2. you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to us regarding persons other than yourself;
  - 11.2.3. you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:
    - 11.2.3.1. you to disclose the Customer Personal Data to us;
    - 11.2.3.2. us to Process the Customer Personal Data for the purposes set out in this agreement; and
    - 11.2.3.3. us to disclose the Customer Personal Data to: (a) our agents, service providers and other companies within the Clients Assistant group of companies; (b) law enforcement agencies; (c) any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and (d) any other person who has a legal right to require disclosure of the information, including where the recipients of the Customer Personal Data are outside the European Economic Area.
- 11.3. To the extent that Clients Assistant Processes any Customer Personal Data, the terms of Appendix B shall apply and the parties agree to comply with such terms.
- 11.4. Where, and to the extent we Process your Personal Data as a Data Controller in accordance with our Privacy Notice, we shall comply with all Data Protection Laws applicable to us as Data Controller.
- 11.5. You agree that we may record, retain and use Customer Data generated and stored during your use of the Service (including Customer Personal Data, which we shall Process as Data Controller as set out in our Privacy Notice, on the basis of our legitimate business interests), in order to:
  - 11.5.1. deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of Accounting;
  - 11.5.2. carry out research and development to improve our, and our Affiliates', services, products and applications;
  - 11.5.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other Clients Assistant customers;
  - 11.5.4 provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience, provided that Clients Assistant shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual. If at any time you do not want us to use Customer Data in the manner described in this clause 11.5, please contact us at the email address set out in the Privacy Notice.

12. Anti-Bribery and Corruption

- 12.1. Each party will and will procure that persons associated with them:
  - 12.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the “Relevant Requirements”);
  - 12.1.2. not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
  - 12.1.3. not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;
  - 12.1.4. promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this agreement;
  - 12.1.5. have and maintain in place during the term of this agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

13. Technical support and how we may access your Clients Assistant account

- 13.1 During the period of your subscription, we aim to give you 24-hour technical support 7 days a week (although there may be times where we are unable to do this for reasons outside our control) covering problems you may have using Clients Assistant. We may provide this by telephone, email, web-chat, remote assistance (where we will access your account and data online) or self-help online support as described in the Help Section of Clients Assistant. You grant us the right to access your systems to provide such support (and, in the case of Accounting, you shall ensure that we will have access to your systems for the Lead Business and each Additional Business using Accounting so that we may provide you with support). If we do not have this access we may not be able to provide you with support.
- 13.2 We will not at any time give you technical support or other assistance for any hardware, third-party software, services or other equipment used with Clients Assistant.

14. Intellectual Property Rights

- 14.1 Although you have rights to use Clients Assistant as described in this agreement, you do not own any of the intellectual property rights in Clients Assistant or any of its related logos. We (or the third party from whom we obtain our rights if we are not the owner) continue to own the intellectual property rights in Clients Assistant and any related logos, including any software we provide to replace all or part of Clients Assistant. The only rights you have to Clients Assistant are as set out in this agreement.
- 14.2 You undertake not to use Clients Solution Associate Limited’s name or brand in any promotion or marketing or other announcement.

15. Our liability and responsibility to you if something goes wrong

- 15.1. This clause sets out our entire liability to you (including any Lead Business and/or Additional Business) which arises out of or in connection with this agreement whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise.
- 15.2 Subject to clauses 15.4 and 15.5, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising under or in connection with this agreement will be limited to paying you an amount which is equal to the total of all fees you have paid to us for your use of the relevant Clients Assistant product during the 12 month period immediately preceding the date on which the claim arose (such relevant Clients Assistant product being the product forming the subject matter of the claim).
- 15.3 Subject to clauses 15.4 and 15.5, we will not be responsible whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any of the following (even if we knew or should have known there was a possibility you could suffer or incur such loss or damage):
  - 15.3.1 loss of profit, business or revenue and/or depletion of goodwill or similar losses;
  - 15.3.2 loss of use or loss of or damage to data/information inputted by you into Clients Assistant;
  - 15.3.3 any interruption to your business or damage to information, however that interruption or damage is caused;

- 15.3.4 losses you suffer as a result of using Clients Assistant other than as described in the relevant documents or instructions; and/or
- 15.3.5 any loss or damage which we could not have reasonably known about at the time you entered into this agreement including, without limitation any special, indirect or consequential loss or damage.

- 15.4 Nothing in this agreement will exclude or limit our liability for:
  - 15.4.1 fraud;
  - 15.4.2 death of or personal injury to any person as a result of our negligence; or
  - 15.4.3 any other matter which cannot be excluded or limited under applicable law.
- 15.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent, permitted by law, excluded from this agreement.
- 15.6 Your and our responsibilities under this agreement are reasonable because they reflect that:
  - 15.6.1 we cannot control how, and for what purposes, you use Clients Assistant;
  - 15.6.2 we have not developed Clients Assistant specifically for you; and
  - 15.6.3 although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure that Clients Assistant is problem or error free.

16. How this agreement may be brought to an end and what happens on termination

- 16.1 We may end this agreement:
  - 16.1.1 immediately if we or your Clients Solution Associate Limited Partner (if appropriate) do not receive your subscription fee or any other fees due to us under this agreement by the relevant due date; or
  - 16.1.2 at any time on giving you at least 30 days' notice and if we do, we will refund to you any amounts you have paid in advance for the applicable subscription period calculated from the date of termination.
- 16.2 You may end this agreement at any time by sending us an email to support@Clientsassistant.com or by notifying your Clients Solution Associate Limited Partner (where your Clients Solution Associate Limited Partner has set up your Clients Assistant account). In the case of CLients Assistant, the Subscriber User must send this email. If you end this agreement, we will confirm the date that this agreement will end. We will not give you a refund for any amounts you have paid in advance for the applicable subscription period, and you must immediately pay all amounts you owe to us (or your Clients Solution Associate Limited Partner (as the case may be)) by the date this agreement ends. If you continue to use Clients Assistant after the expiry of any subscription period we will be entitled to charge you for such use at our then current applicable fees.
- 16.3 If you choose not to pay the subscription fee to continue to use Clients Assistant at the end of any trial period your access to Clients Assistant will immediately end.
- 16.4 If you or we discover that the other has done something which is not allowed by this agreement, or has not done something that must be done, the one making such discovery can give the other written notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who made the discovery may end this agreement upon giving the other notice in writing.
- 16.5 This agreement will automatically (i.e. without us having to tell you) and immediately end without refund if you or your Clients Solution Associate Limited Partner become bankrupt (or something similar happens) or your business or that of your Clients Solution Associate Limited Partner is not able to pay its debts, stops trading or becomes insolvent (or something similar happens). In those circumstances we will have no further obligation to you under this agreement and any monies due from you will become immediately due and payable.
- 16.6 No matter how this agreement ends, the information you store in Clients Assistant remains your information (even if inputted by your Clients Solution Associate Limited Partner) and you can access it in a format provided by Clients Assistant before the end of this agreement. If you (or your Clients Solution Associate Limited Partner) wish to access your information after this agreement has ended, you agree to pay our reasonable charges for that access.
- 16.7 In addition to our rights to end this agreement, we may also suspend your use of Clients Assistant at any time if we (or your Clients Solution Associate Limited Partner if applicable) do not receive payment in full when due or if we suspect that you or your Clients Solution Associate Limited Partner has breached any part of this agreement. If you are an Accounting customer, we may suspend your use of Accounting for the Lead Business and each Additional Business regardless of which business is in breach of this agreement and/or has defaulted in payment.
- 16.8 Any suspension of your Clients Assistant account will continue until such time that the breach in question has been remedied to our reasonable satisfaction and/or we have received payment from you in full. Where we suspend or terminate your use of Clients Assistant under this clause, we may

at our discretion agree to reactivate your account subject to you paying to us a reactivation fee. In accordance with clause 8.8 above, if you received Clients Assistant at a special or discounted price your monthly subscription fee may be reactivated at our then-current list price which will be higher than the special or discounted price you previously paid. Please visit our Website for details of our pricing.

17. What else do you need to know?

- 17.1 If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the rest of this agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 17.2 If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.
- 17.3 This agreement and the documents we refer to above constitute the entire agreement between you and us for your use of Clients Assistant, and replaces all documents, information and other communications (whether spoken or written) between us for such use.
- 17.4 As specified in clause 8.3, this agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this agreement at any time without your consent.
- 17.5 A person who is not a party to this agreement has no right to enforce any term of it.
- 17.6 Where either party is required to notify the other party by email, the party shall be deemed to have received the email on the first business day following transmission.

18. Which laws govern this agreement?

- If you subscribe to Clients Assistant in the United Kingdom, this agreement is governed by the laws of England and you and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this agreement.