

Document	Option Software Terms & Conditions
Version	1.0.0
Author	Jamie
Created On	09/08/2022
Modified By	Jamie
Modified On	23/09/2022

About This Document

This document outlines the Terms and Conditions for using the product/service (Hosted Service) OneBoxBM which is provided by Option Software.

The document must be read in conjunction with the: Option Software Privacy Policy/Notice and the Option Software Processing Agreement.

Index

1. Definitions and Interpretation
2. Introduction
3. Term
4. Hosted Services
5. Client Data
6. Support Services
7. Mobile App
8. Offline Access
9. Supported Web Browsers
10. Improvements, Upgrades and Maintenance
11. Technical Issues and Defects
12. No assignment of Intellectual Property Rights
13. Subscription
14. Charges
15. Payments
16. Trial Period
17. Distance contracts: cancellation right
18. Data Protection
19. Warranties
20. Acknowledgements and warranty limitations
21. Limitations and exclusions of liability
22. Force Majeure Event
23. Termination
24. Effects of termination
25. Notices
26. Subcontracting
27. General
28. If we make any changes to this document

1. Definitions and Interpretation

Unless otherwise defined herein, capitalised terms and expressions used in this Agreement shall have the following meanings:

Access Credentials

Means the usernames, passwords and other credentials enabling access to the Hosted Services, including both access credentials for the User Interface.

Agreement

Means a contract made under these Terms and Conditions between Option Software and The Client.

Billing Cycle

Means the cycle or process that occurs between two dates during a subscription period. Each billing cycle will last one month; a Billing Cycle that starts on the 10th of February will end on the 9th of March.

Business Day

Means any weekday other than a bank or public holiday in the United Kingdom.

Business Hours

Means the hours of 09:00 to 17:00.

Charges

Means any amounts specified in clause 14

Client Data

Means all data, works and materials: uploaded to or stored on the Platform by The Client and its Authorised Users; transmitted by the Platform at the instigation of The Client and its Authorised Users; supplied by The Client and its Authorised Users to Option Software for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by The Client and its Authorised Users (but excluding analytics data relating to the use of the Platform and server log files);

Client Personal Data

Means any Personal Data that is processed by Option Software on behalf of The Client in relation to the Agreement and the following documents:

- a) The [Option Software Privacy Policy/Notice](#)
- b) The [Option Software Processing Agreement](#)

Data Protection Laws

Means the EU GDPR and the UK GDPR and all other applicable laws relating to the processing of Personal Data;

Documentation

Means the documentation for the Hosted Services produced by Option Software and delivered or made available by Option Software to The Client.

Effective Date

Means following The Client completing and submitting the online Services Order Form published by Option Software on Option Softwares website, the date upon which Option Software sends The Client an order confirmation.

EU GDPR

Means the General Data Protection Regulation (Regulation (EU) 2016/679) and all other EU laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time;

Force Majeure Event

Means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars);

Hosted Services

Means OneBoxBM, which will be made available by Option Software to each Client as a service via the internet in accordance with these Terms and Conditions.

Intellectual Property Rights

Means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

Personal Data

Means personal data under any of the Data Protection Laws.

Platform

Means the platform managed by Option Software and used by Option Software to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed.

The Client

Means the company or Individual who signs up to use the Hosted Services.

Unless specified otherwise, any references to The Client will refer to:

- *Existing Customers*
- *Past Customers*
- *Potential Customers*

The Client is also the primary account holder.

Client Authorised Users

Means the individuals that have been granted access to the Hosted Services by The Client.

Services

Means any services that Option Software provides to The Client, or has an obligation to provide to The Client, under these Terms and Conditions.

Services Order Form

Means an online order form published by Option Software and completed and submitted by The Client incorporating these Terms and Conditions by reference.

Support Services

Means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services.

Supported Web Browser

Means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome, Opera or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported; see clause 9.

Term

Means the term of the Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2.

Terms and Conditions

Means all the documentation containing the provisions of the Agreement, namely the main body of these Terms and Conditions, including any amendments to that documentation from time to time.

UK GDPR

Means the EU GDPR as transposed into UK law (including by the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) and all other UK laws regulating the processing of Personal Data, as such laws may be updated, amended, and superseded from time to time.

User Interface

Means the interface for the Hosted Services designed to allow individual human users to access and use the Hosted Services.

2. Introduction

Please read these Terms and Conditions carefully. All contracts that Option Software may enter into from time to time for the provision of the Hosted Services and related services shall be governed by these Terms and Conditions, and the Provider will ask for The Clients acceptance of these Terms and Conditions before providing any such services to The Client.

3. Term

3.1

The Agreement shall come into force upon the Effective Date.

3.2

The Agreement shall continue in force indefinitely, subject to termination by either Option Software or The Client.

3.3

Unless the parties expressly agree otherwise, by email, each Services Order Form shall create a distinct contract under these Terms and Conditions.

4. Hosted Services

4.1

Option Software hereby grants to The Client a non-exclusive licence to use the Hosted Services by means of the User Interface in accordance with the Documentation during the Term.

4.2

The licence granted by the Provider to The Client under Clause 4.1 is subject to the following limitations:

- a) The User Interface may only be used through a Supported Web Browser.
- b) The User Interface may only be used by Clients with an Active Subscription.
- c) The User Interface may only be used by The Client and its Authorised Users, providing that The Client may change, add or remove a designated named user in accordance with the procedure set out therein.

4.3

Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the licence granted by Option Software to The Client under Clause 4.1 is subject to the following prohibitions:

- a) The Client must not sub-license its right to access and use the Hosted Services.
- b) The Client must not permit any unauthorised person or application to access or use the Hosted Services.
- c) The Client must not use the Hosted Services to provide services to third parties.

- d) The Client must not republish or redistribute any content or material from the Hosted Services.
- e) The Client must not make any alteration to the Platform, except as permitted by the Documentation; and
- f) The Client must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of the Provider.

4.4

The Client shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorised person or application may gain access to the Hosted Services by means of the Access Credentials.

4.5

Option Software shall use all reasonable endeavor's to maintain the availability of the Hosted Services to The Client at the gateway between the public internet and the network of the hosting services provider for the Hosted Services but does not guarantee 100% availability.

4.6

The Client must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

4.7

The Client must not use the Hosted Services in any way that uses excessive Platform resources and as a result is liable to cause a material degradation in the services provided by the Provider to its other Clients using the Platform; and The Client acknowledges that Option Software may use reasonable technical measures to limit the use of Platform resources by The Client for the purpose of assuring services to its clients generally.

4.8

The Client must not use the Hosted Services:

- a) In any way that is unlawful, illegal, fraudulent, or harmful; or
- b) In connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

4.9

For the avoidance of doubt, The Client has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

4.10

Option Software may suspend the provision of the Hosted Services if any amount due to be paid by The Client to Option Software under the Agreement is overdue, and Option Software has given to The Client at least 7 days' notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis; see clauses 13, 14 and 15

Overdue notices will be sent to The Clients email address.

5. Client Data

5.1

The Client hereby grants to Option Software a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate The Clients Data to the extent reasonably required for the performance of Option Softwares obligations and the exercise of Option Softwares rights under the Agreement. The Client also grants to Option Software the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in the Agreement.

5.2

The Client warrants to Option Software that The Client data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute, or regulation, in any jurisdiction and under any applicable law.

6. Support Services

6.1

Option Software shall provide the Support Services to The Client during the Term.

6.2

Option Software shall make available to The Client an online help desk that can be accessed, with exemption, 24/7/365.

Exemptions include taking to the Support Services offline for Upgrades and Maintenance and any unforeseen Technical Issues or defects within the product/service; see clauses 10 and 11

6.3

Option Software shall provide the Support Services with reasonable skill and care.

6.4

The Client may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and The Client must not use the helpdesk for any other purpose.

6.5

Option Software shall respond promptly to all requests for Support Services made by The Client through the helpdesk.

Option Software aims to provide a response to online support requests within 3 Business Days.

6.6

Option Software may suspend the provision of the Support Services if any amount due to be paid by The Client to Option Software under the Agreement is overdue, and Option Software has given to The Client at least 7 days' notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis; see clauses 13, 14 and 15

Overdue notices will be sent to The Clients email address.

7. Mobile App

7.1

Option Software does not currently provide, nor does Option Software intend to provide a Mobile App in future. However, all products/services (Hosted Services) provided by Option Software are designed and built to work across a variety of devices and form factors.

This includes:

- Mobile phones
- Tablets
- Laptops
- Desktops

Option Software will strive to provide parity across all devices, so you have access to the full feature set regardless of how you choose to access the products/services provided by Option Software.

8. Offline Access

8.1

The products/services (Hosted Services) provided by Option Software are not available offline (without an internet connection). As such Option Software cannot be held liable for the loss of any data that occurs as a result of the loss of connectivity to the Hosted Services.

In addition to this Option Software has no obligation to compensate The Client, should they be unable to access the Hosted Services provided by Option Software for extended periods either as the result of The Client not having reliable internet access or no internet access at all.

9. Supported Web Browsers

9.1

The products/services (Hosted Services) provided by Option Software are designed to work on all major standards compliant web browsers including their mobile/tablet counterparts.

For the best experience however, Option Software recommends using one of the following:

- Google Chrome
- Firefox
- Microsoft Edge
- Opera
- Apple Safari

The above recommendations are based upon the fact that they used with the development/testing of the products/services (Hosted Services) provided by Option Software.

9.2

Regardless of your choice or web browser/device combination, you are required to have JavaScript enabled in order to access the products/services (Hosted Services) provided by Option Software.

9.3

Internet Explorer is not supported by any products/services (Hosted Services) provided by Option Software.

10. Improvements, Upgrades and Maintenance

10.1

The Hosted Services are undergoing continues development by Option Software, this includes;

- a) adding new features
- b) updating existing features
- c) fixing defects

Such actions are taken at Option Softwares discretion and do not require the approval or consent of The Client.

10.2

While The Client is free to request new features or improvements to existing features, Option Software is under no obligation to make any such changes to the Hosted Services.

10.3

Option Software may at times be required to temporarily suspend The Clients access to the Hosted Services in order to Upgrade and Maintain the Hosted Services. Where possible Option Software will seek to suspend access at a time that will not be inconvenient to The Client.

11. Technical Issues and Defects

11.1

Due to the complex nature of the Hosted Services, there will inevitably be defects within the Hosted Services. Such issues are resolved at Option Softwares discretion. Option Software will however seek to resolve, any serious issues with due haste.

11.2

Option Software may at times be required to temporarily suspend The Clients access to the Hosted Services in order to resolve Technical Issues or defects. Where possible Option Software will seek to suspend access at a time that will not be inconvenient to The Client.

12. No assignment of Intellectual Property Rights

12.1

Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from Option Software to The Client, or from The Client to The Provider.

13. Subscriptions

13.1

The products/services (Hosted Services) are provided to The Client, by Option Software, on a monthly subscription. Each subscription will start from the date of the initial payment from The Client to Option Software. The Client will then be granted access to The Hosted service until, either:

- a) a month has passed; or
- b) either party cancels the subscription

For example, if The Client starts a subscription on the first of the month The Client will have access, to the Hosted Service, until end of the month. Alternatively, if The Client starts a subscription on the 10th

of the month The Client will then have access, to the Hosted Service, until the 9th of the following month.

13.2

Option Software will aim to issue an Invoice, for the coming month, to The Client 7 days prior to the start of the month. Notification of said invoice, will be sent to The Clients email. Should The Client choose not to continue subscribing to the Hosted Service, they are free to cancel the subscription to the Hosted Service at which point Option Software will issue a credit note to The Client clearing the balance from the invoice.

For example, if The Clients subscription runs from the first of the month until the end of the month, Option Software will aim to issue the invoice 7 days prior to the start of the following month. Alternatively, if The Clients subscription runs from the 10th of the month until the 9th of the following month, Option Software will aim to issue the invoice on the 3rd of the following month.

13.3

Each subscription will have an Active User Allowance, this can be changed by The Client at any point during The Clients subscription to the Hosted Service. Option Software will make this possible by providing an automated service; changes to the Active User Allowance may incur additional charges.

13.4

Should The Client wish to cancel a subscription to a Hosted Service, then The Client is free to do so at any time using an automated system provided by Option Software. Upon making a cancellation request, the system will schedule The Clients subscription for cancellation at the end of the duration for which The Client has paid.

Option Software will not issue to The Client any credit, nor will they offer a refund to The Client as The Client will retain access to the Hosted Service up until the cancellation is finalised.

For example, if The Client starts a subscription to a Hosted Service on the 1st of the month, The Client will retain access to the Hosted Service until the end of the month regardless of when the cancellation request was made.

13.5

Option Software reserves the right to cancel The Clients subscription at any point, should The Client breach the Terms and Conditions outlined within this Agreement.

13.6

The Client will retain full access to the Hosted Service, so long as The Client maintains an active subscription; until the subscription is terminated by either party.

13.7

Should The Client fail to pay to invoice for the coming month, Option Software will consider the subscription to the Hosted Service as being cancelled 7 days into the month; The Client will retain full access to the Hosted Service during this period.

For example, if The Clients subscription runs from the start until then end of the month The Client will have until the 7th of the following month to pay the invoice. Alternatively, if The Clients subscription

runs from the 10th of the month until the 9th of the following month The Client will have until the 16th to pay the outstanding invoice.

14. Charges

14.1

The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.

14.2

Option Software will provide to The Client the full details of any charges prior to The Client making a payment.

14.3

Option Software will charge The Client on a Per User basis, with a minimum charge (Base Price) in place; the Base Price will be based upon the minimum users multiplied by the cost of each user.

For example, if the Hosted Services has a minimum user count of 10 and a per user price of £1.20 then the price will be £12 even if The Client only has 5 users. Whereas, if The Client has 15 users, then the price would be £18.

14.4

Option Software will charge The Client on a per monthly basis, with the initial charge occurring when The Client places an order, using the Services Order Form, for a Paid Subscription. The Client will then be charged prior to using the Hosted Service for the coming month.

14.5

Should The Client wish to add additional users to a Hosted Service then The Client will be charged based upon the number of users The Client wishes to add and how far The Client is into the current Billing Cycle. Going forward The Client will then be charged based on previous price + the cost of the additional users.

For example, if The Client wishes to add 2 new users 1/2 way through the Billing cycle, with a per user account cost of £1.20. The Client would be charged £0.60 for each additional user, as The Client is only being charged for the remaining 1/2 of the Billing Cycle. In this example if The Client already had 10 users, then The Client will be charged, for 12 users, £14.40 for future Billing Cycles.

14.6

Should The Client wish to remove users from a Hosted Service they are free to do so at any point free of charge. Option Software will not however refund The Client or issue any credit to The Client if The Client removes users from a Hosted Service.

14.7

All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated inclusive of any applicable value added taxes. In addition to this all prices will be displayed in £.

14.8

Option Software may elect to vary any element of the Charges by giving to The Client not less than 10 days' notice, by email, of the variation.

15. Payments

15.1

The Client must pay the Charges to Option Software in advance of the period to which they relate.

15.2

If The Client does not pay any amount properly due to Option under these Terms and Conditions, the Provider may:

- a) Suspend the provision of the Hosted Services if any amount due to be paid by The Client to Option Software under the Agreement is overdue, and Option Software has given to The Client at least 7 days' notice, by email, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

Overdue notices will be sent to The Clients email address.

15.3

The Client agrees to pay Option Software using the systems provided within the Hosted Service using;

- a) PayPal

16. Trial Period

16.1

Option Software provides to The Client option to try the Hosted Services for a period of 14 days to allow The Client the time to evaluate the Hosted Services.

No payment or billing information is required, there is no automated renewal, Option Software will simply send a friendly reminder to The Client, by email, 2 days before the trial period ends.

17. Distance contracts: cancellation right

17.1

This Clause 17 applies if and only if The Client enters into the Agreement with Option Software as a consumer - that is, as an individual acting wholly or mainly outside The Clients trade, business, craft or profession - where the Agreement is a distance contract within the meaning of the Consumer

17.2

Option Software will provide to The Client the Option to start either 14-day free trial or paid subscription to the Hosted Services; see clause 16

Once The Clients trial/paid subscription becomes active, Option Software will provision the Hosted Services to The Client.

17.3

Should The Client choose to start a 14-day free trial they reserve the right to cancel at any point, without:

- a) providing prior notice to Option Software
- b) providing a reason for cancelling the trial

17.4

Should The Client choose to start a paid subscription they reserve the right to make a cancellation request at any point without:

- a) providing prior notice to Option Software
- b) providing a reason for cancelling the subscription

17.5

Option Software will only extend the offer of the 14-day trial prior to The Client starting a paid subscription.

17.6

Option Software will provide to The Client a means of cancelling their 14-day trial/paid subscription from within the Hosted Service.

17.7

Should The Client wish to go beyond cancelling their 14-day trial/paid subscription and close their account with Option Software. The Client will be free do so from within the Hosted Service once they no longer have an active 14-day trial/paid subscription.

18. Data Protection

18.1

Each party shall comply with the Data Protection Laws with respect to the processing of the Personal Data Provided by The Client and its Authorised Users.

18.2

The Client warrants to Option Software that it has the legal right to disclose all Personal Data that it does in fact disclose to Option Software under or in connection with the Agreement.

In addition to this The Client warrants to Option Software that any Client Authorised Users also have the legal right to disclose all Personal Data that they in fact disclose to Option Software under or in connection with the Agreement.

18.3

The Client and any Client Authorised Users shall only supply to Option Software, and Option Software shall only process, in each case under or in relation to the Agreement, the Personal Data in line with:

- a) The [Option Software Processing Agreement](#)

and Option Software shall only process the Personal Data in line with:

- a) The [Option Software Privacy Policy/Notice](#)
- b) The [Option Software Processing Agreement](#)

18.4

Option Software shall only process the Personal Data for the durations specified in:

- a) The [Option Software Data Retention Policy](#)

18.5

The Client hereby authorises Option Software to right transfer the Personal Data in accordance with:

- a) The [Option Software Privacy Policy/Notice](#)
- b) The [Option Software Processing Agreement](#)

18.6

Option Software shall promptly inform The Client if, in the opinion of Option Software, an instruction of The Client relating to the processing of the Personal Data infringes the Data Protection Laws.

18.7

Notwithstanding any other provision of the Agreement, Option Software may process the Personal Data if and to the extent that Option Software is required to do so by applicable law. In such a case, Option Software shall inform The Client, by email, of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

18.8

Option Software shall ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

18.9

Option Software shall ensure that persons authorised to process the Personal Data, provided by The Client and its Authorised Users, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

18.10

Both Option Software and The Client shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Personal Data provided by The Client and its Authorised Users.

18.11

Option Software reserves the right to change any third-party service providers at any time at the discretion of the company.

Option Software will ensure that any selected third party used to provide services to us are reputable and fully compliant with current GDPR Regulations.

Any third parties who have access to your Personal Data will only process Personal Data in line with:

- a) The [Option Software Privacy Policy/Notice](#)
- b) The [Option Software Processing Agreement](#)

18.12

Option Software is hereby authorised by The Client to engage, as sub-processors with respect to the Personal Data, the third parties listed in:

- a) The [Option Software Privacy Policy/Notice](#)
- b) The [Option Software Processing Agreement](#)

18.13

Option Software shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist The Client with the fulfilment of The Clients obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

18.14

Option Software shall assist The Client in ensuring compliance with the obligations relating to the security of processing of Personal Data, the notification of personal Data Breaches to the supervisory authority, the communication of Personal Data Breaches to the Data Subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.

18.15

In the event of a Data Breach Option Software must act in line with:

- a) The [Option Software Privacy Policy/Notice](#)
- b) The [Option Software Processing Agreement](#)

18.16

Option Software shall make available to The Client all information necessary to demonstrate the compliance of Option Software with its obligations under this Clause 18 and the Data Protection Laws.

18.17

Should The Client request that Option Software delete or return all Personal Data, provided by The Client and its Authorised Users, Option Software will act in accordance with:

- a) The [Option Software Privacy Policy/Notice](#)
- b) The [Option Software Processing Agreement](#)
- c) The [Option Software Data Retention Policy](#)

18.8

Option Software shall allow for and contribute to audits, including inspections, conducted by The Client or another auditor mandated by The Client in respect of the compliance of Option Softwares processing of The Clients Personal Data with the Data Protection Laws and this Clause 18.

18.9

If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Agreement, then the parties shall use their best endeavours promptly to agree such variations to the Agreement as may be necessary to remedy such non-compliance.

19. Warranties

19.1

The Client warrants to Option Software that it has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions.

19.2

All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

20. Acknowledgements and warranty limitations

20.1

The Client acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms and Conditions, Option Software gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

20.2

The Client acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms and Conditions, Option Software gives no warranty or representation that the Hosted Services will be entirely secure.

20.3

The Client acknowledges that the Hosted Services are designed to be compatible only with the Supported Web Browsers; and Option Software does not warrant or represent that the Hosted Services will be compatible with any other web browsers; see clause 9

20.4

The Client acknowledges that Option Software will not provide any legal, financial, accountancy or taxation advice under these Terms and Conditions or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in these Terms and Conditions, Option Software does not warrant or represent that the Hosted Services or the use of the Hosted Services by The Client will not give rise to any legal liability on the part of the Customer or any other person.

21. Limitations and exclusions of liability

21.1

Nothing in these Terms and Conditions will:

- a) limit or exclude any liability for death or personal injury resulting from negligence.
- b) limit or exclude any liability for fraud or fraudulent misrepresentation.
- c) limit any liabilities in any way that is not permitted under applicable law; or
- d) exclude any liabilities that may not be excluded under applicable law,

and, if a party is a consumer, that party's statutory rights will not be excluded or limited by these Terms and Conditions, except to the extent permitted by law.

21.2

The limitations and exclusions of liability set out in this Clause 19 and elsewhere in these Terms and Conditions:

- a) are subject to Clause 21.1; and

- b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

21.3

Option Software will not be liable to The Client in respect of any losses arising out of a Force Majeure Event.

21.4

Option Software will not be liable to The Client in respect of any loss of profits or anticipated savings.

21.5

Option Software will not be liable to The Client in respect of any loss of revenue or income.

21.6

Option Software will not be liable to The Client in respect of any loss of business, contracts or opportunities.

21.7

Option Software will not be liable to The Client in respect of any loss or corruption of any data, database or software.

21.8

Option Software will not be liable to The Client in respect of any special, indirect, or consequential loss or damage.

21.9

The liability of Option Software to The Client under the Agreement in respect of any event or series of related events shall not exceed:

- a) the total amount paid and payable by The Client to Option Software under the Agreement in the 1-month period preceding the commencement of the event or events.

21.10

The aggregate liability of Option Software to The Client under the Agreement shall not exceed:

- a) the total amount paid and payable by The Client to Option Software under the Agreement.

22. Force Majeure Event

22.1

If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

23. Termination

23.1

The Client may terminate the agreement by using the means provided within the Hosted Service.

23.2

Either party may terminate the Agreement immediately by giving notice of termination, by email, to the other party if the other party commits a material breach of these Terms and Conditions.

Outside of any issues that arise due to clause 10 and clause 11, The Client will be able to terminate the agreement from within the Hosted Service.

23.3

Subject to applicable law, either party may terminate the Agreement immediately by giving notice of termination, by email, to the other party if:

- a) the other party:
 - a.1 is dissolved.
 - a.2 ceases to conduct all (or substantially all) of its business.
 - a.3 is or becomes unable to pay its debts as they fall due.
 - a.4 is or becomes insolvent or is declared insolvent; or
 - a.5 convenes a meeting or makes or proposes to make any arrangement or composition with its creditors.
- b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party.
- c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement); or
- d) if that other party is an individual:
 - d.1 that other party dies.
 - d.2 as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - d.3 that other party is the subject of a bankruptcy petition or order.

Outside of any issues that arise due to clause 10 and clause 11, The Client will be able to terminate the agreement from within the Hosted Service.

23.4

Prior to termination, any trial/paid subscription to The Hosted service will need to be cancelled from within the Hosted Service. This is to allow the Option Software to close off the subscription period inline with clause 13, 14 and 15.

At times simply cancelling the trial/paid subscription will be sufficient, as this allows The Client to start a new subscription at a later date. As such the action of cancelling the trial/paid subscription, will not be considered as either party intending to terminate the agreement.

23.5

Prior to termination The Client will have the option to download/export their data from within the Hosted Service.

24. Effects of termination

24.1

Upon the termination of the Agreement, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely):
Clauses 2, 4.10, 7, 15, 18, 21, 24 and 27

24.2

Except to the extent expressly provided otherwise in these Terms and Conditions, the termination of the Agreement shall not affect the accrued rights of either party.

24.3

Upon termination any data provided by The Client or its Authorised Users will be processed, transferred, deleted and/or retained by Option Software in accordance with.

- a) The [Option Software Privacy Policy/Notice](#)
- b) The [Option Software Processing Agreement](#)
- c) The [Option Software Data Retention Policy](#)

25. Notices

25.1

Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods:

- a) sent by email to the relevant email address specified through the Hosted Services, in which case the notice shall be deemed to be received upon receipt of the email by the recipient's email server; or
- b) sent using the contractual notice mechanism incorporated into the Hosted Services, in which case the notice shall be deemed to be received upon dispatch,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

26. Subcontracting

25.1

Subject to any express restrictions elsewhere in these Terms and Conditions, Option Software may subcontract any of its obligations under the Agreement, providing that Option Software gives to The Client, notice specifying the subcontracted obligations and identifying the subcontractor in question; notice will promptly be provided following the appointment of a subcontractor.

Any notice sent by Option Software to The Client will sent to The Clients email address.

27. General

27.1

No breach of any provision of the Agreement shall be waived except with the express consent, by email, of the party not in breach.

27.2

If any provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

27.3

Option Software may vary the Agreement by giving to The Client at least 30 days' notice, by email, of the variation. Subject to this, the new Agreement will be in place from the date specified in the email.

27.4

The Client hereby agrees that Option Software may assign Option Softwares contractual rights and obligations under the Agreement to any successor to all or a substantial part of the business of Option Software from time to time - providing that such action does not serve to reduce the guarantees benefiting The Client under the Agreement. Save to the extent expressly permitted by applicable law, The Client must not without the prior consent, by email, of Option Software assign, transfer or otherwise deal with any of The Clients contractual rights or obligations under the Agreement.

27.5

The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.

27.6

Subject to Clause 21.1, a Services Order Form, together with these Terms and Conditions and any Schedules, shall constitute the entire agreement between the parties in relation to the subject matter of that Services Order Form, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

27.7

The Agreement shall be governed by and construed in accordance with English law.

27.8

The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

28. If we make any changes to this document

28.1

You will be given 30 days notice If we make any changes to this document.