

# ASTUTE DATA SYSTEMS LIMITED

## TERMS OF SERVICE

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ASTUTE DATA SYSTEMS LIMITED. CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT PRIOR TO ACCEPTING THE TERMS OF SERVICE.

Astute Data Systems Limited reserves the right to update and change the Terms of Service from time to time without prior notice by posting the changes to our website. Continued use of the service after any such changes shall constitute your consent to such changes. Violation of any of the terms below will result in the termination of your Account.

### 1 ACCOUNT TERMS

1.1 In order to use PracticePal, you must provide your legal full name, your business name and address, a valid email address and you must fill in a Direct Debit instruction form in order to complete the signup process. If you are located outside the UK, then you must provide credit/debit card details instead of a direct debit mandate.

1.2 You are responsible for maintaining the security of your account and password. Astute Data Systems Limited cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You must inform Astute Data Systems Limited of any unauthorised use of your account as soon as you become aware of it.

1.3 You are responsible for all content posted and activity that occurs under your account (even when content is posted by others who have logins under your account).

1.4 You may not use the service for any illegal or unauthorised purpose. The system is for your use and the use of your employees/authorised personnel, but excludes third party companies, such as but not limited to accountants and software companies. You must not, in the use of the service, violate any laws in your jurisdiction (included but not limited to copyright laws).

1.5 You must get authorisation from Astute Data Systems Limited if you wish a third party company to log information on PracticePal on your behalf. See clause 4. You agree not to give access to a third party company that could be considered a competitor of PracticePal under no circumstances, as this would constitute a breach of this agreement and your account would be suspended immediately.

1.6 You agree to use our Service at your own risk. You agree that you have made your own determination regarding the usefulness of the service. We disclaim all warranties including, but not limited to, warranties of merchantability and fitness for a particular purpose. We make no representation that any content is accurate, complete, appropriate, reliable, or timely.

1.7 You agree not to post content that is unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

1.8 You must not upload, post, host or transmit unsolicited email, SMSs or SPAM messages.

1.9 You must not transmit any worms or viruses or any code of a destructive nature.

1.10 The data you enter on PracticePal remain yours and is private. The data is secure and is backed up every night. The data does not leave the EU and is entered on PracticePal under the terms of this agreement.

### 2 CANCELLATION & TERMINATION

2.1 You may cancel your account at any time for any reason by giving Astute Data Systems Limited one month's notice in writing and by sending the notice to PracticePal, 27 Castle street, Canterbury, Kent, CT1 2PX or via email to [accounts@practicepal.co.uk](mailto:accounts@practicepal.co.uk). In such circumstance, your service will be suspended one month after the receipt of the notice and all of your content will be deleted from the Service. This information cannot be recovered once your account is cancelled. Any charges due on your account will be collected via your usual payment method and you will be notified of when this will be done and a last invoice will be produced.

2.2 If you cancel your account within your first month, there will be an administration fee of £25 + VAT charged to your direct debit or due for payment if the direct debit is not yet setup.

2.3 Astute Data Systems Limited in its sole discretion has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Astute Data Systems Limited service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your Account.

2.4 Astute Data Systems Limited reserves the right to refuse service to anyone for any reason at any time.

2.5 If the agreement is terminated by us or by you, you agree to remove our code, logos and trademarks from all of your websites and other items.

### 3 PRICE & PAYMENT TERMS

3.1 The price of the service is stated on our website and will vary depending on the options chosen on the order form. Certain services may be subject to additional charges, as per our current price list.

3.2 The service is to be paid monthly in advance by Direct Debit.

3.3 VAT will be added to the price and will be clearly stated on the order form and on the website. A monthly invoice will be produced and will be available to print from PracticePal. An email will be sent out every month to the administrator email address for accounting purposes.

3.4 If paying by direct debit, please note that Astute Data Systems Ltd has appointed the BACS Approved Direct Debit Bureau, Eazy Collect Services Limited ([www.eazycollect.co.uk](http://www.eazycollect.co.uk)), to collect your payments. Astute Data Systems will be shown on your bank statement for these direct debit payments.

3.5 There is no refund policy.

3.6 If the Direct Debit Instruction Form is not received duly signed and completed within the first month of usage, we reserve the right to suspend your account until receipt of the form. For credit/debit card payments, a 2% administration charge is levied.

### 4 THIRD PARTY

4.1 If you are using a third party company, such as but not limited to a virtual reception company or an answering bureau company, and you wish this third party company to use PracticePal on your behalf, you must first get approval from Astute Data Systems Limited. Any third party company must have an agreement with Astute Data Systems Limited in order to use PracticePal. Any third party company must be logging on to PracticePal via our dedicated third party login.

### 5 LIMITATION OF LIABILITY

5.1 We do not accept any liability for any loss of data or software, revenue, business, profits, cost or expense, goodwill, contracts, or anticipated savings or any type of special, indirect, incidental or consequential loss or damage (including loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or we have been advised of the possibility of you incurring the same, arising out of or in connection with the use of, or the lack of availability of the Service, the website or its content and/or in connection with any permission, right or licence to use the Service.

5.2 The Service (including all content, software, functions, and operational hosting services) is provided "as is", without warranty of any kind. All express or implied warranties, conditions, representations or other terms implied by statute or common law are excluded by us to the fullest extent permitted by law. For the avoidance of doubt, we expressly disclaim all other warranties of any kind, whether express or implied, including without limitation, security of the Service, accuracy of the information contained on the website, that there will be uninterrupted timely and error free service, that errors in software will be corrected, that the Service will meet user requirements, that the Service will not contain any computer virus, suffer any communication failure, or prevent unauthorised access.

5.3 We shall (1) in any event not be liable for loss or damage and (2) be entitled to cancel or rescind the contract if the performance of our obligations under the contract is in any way adversely affected by any cause whatsoever beyond our control including (but not limited to) the delays or default of any sub-contractor, war, strike, lock-out, trade disputes, flood, accident to plant or machinery, shortage of materials or labour.

5.4 You agree to indemnify us in respect of any loss, claim, damages, penalty, action or costs which we may suffer as a result of your breach of your obligations.

5.5 You agree to indemnify, defend and hold harmless Astute Data Systems Limited from and against any and all claims, proceedings, damages, liability and costs (including legal costs) incurred by Astute Data Systems Limited as a result of any claim arising from your use of the website, the Service, or any breach by you of the Terms, State or Commonwealth law or regulations, or any third party's rights (including but not limited to infringement of Intellectual Property Rights, violation of any proprietary right and invasion of privacy rights). These obligations survive termination of the Service.

5.6 We will not accept liability for failures in providing the Service which are outside normal usage or which occur due to force majeure, matters

outside our reasonable control or which are not reasonably foreseeable including acts of God, war, terrorism and civil disobedience.

5.7 We will back up your data and the logs daily. We do not take responsibility for your data and therefore we provide you with a means of downloading your data. We will endeavour to keep your data safe and backed up and available, but you are responsible for keeping a backup of your data.

5.8 We provide you with the means of uploading documents and images for convenience. The responsibility to keep a copy of these remains yours. We do not backup any uploads and cannot be responsible if these are unavailable.

5.9 We claim no intellectual property rights over the material you provide to the Service. Your profile and the material uploaded remain yours.

## 6 OWNERSHIP OF WEBSITE

6.1 Subject to your payment of the relevant fees in accordance with these Terms, and subject to clause 6.3 below, you are hereby granted a non-exclusive and non-transferable licence to use the Service (including any associated software, and applicable Intellectual Property Rights) during the continuance of this agreement. You agree not to copy, or allow a third party to copy, modify, create a derivative work, reverse engineer or reverse assemble, disassemble, or decompile the Software, or take any other action to allow its whole or partial re-use by you, any authorised users, or others otherwise than in accordance with these terms or as permitted by law.

6.2 Subject to clause 6.3 below in respect of any database rights which may accrue to you during this agreement, you acknowledge that the ownership in any other intellectual property rights (including, for the avoidance of doubt, copyright) in this website belongs to us. Accordingly, no part of this website (or its source HTML code) may be used, transferred, copied or reproduced in whole or in part in any manner other than for the purposes of utilising this website, updating the content thereon or otherwise in accordance with these terms.

6.3 Title and ownership of "PracticePal" data entered by you or by authorised users with authorised access to your database, remains with you. In the event you choose to end your subscription service but you would like to keep your data, you may download it using the facility provided.

6.4 You acknowledge and agree that the Service contains proprietary and confidential information that is protected by intellectual property and other laws. You agree not to loan, modify, lease, sell distribute or create derivative works based on the Service.

## 7 JURISDICTION

7.1 English law and the exclusive court jurisdiction of the English courts will apply to this agreement.

## 8 SERVICE SUPPORT

8.1 Support of the service is provided by Astute Data Systems Limited via email and telephone. Astute Data Systems Limited will endeavour to reply to any queries or problems relating to the service in a timely manner.

## 9 COPYRIGHT NOTICE

9.1 The License Agreement ("Agreement") grants you the use of the Astute Data Systems Limited service "PracticePal" ("Service"). This version of the

Service is intended for your personal/commercial use. You may not duplicate copy or reuse any portion of the HTML/CSS or visual design elements without express written permission from Astute Data Systems Limited. You may not attempt to derive source code from the Service. You are granted a revocable, non assignable limited license to create derivative works of this service solely for your own personal/commercial use and may publicly display such derivative works. The Service may not be copied, except as provided below, resold, rented, leased or distributed

(electronically or otherwise). The limited right to copy expressly excludes any copying or distribution of the Service on a commercial basis, including, without limitation, bundling the Service with any other product or service.

All rights not expressly granted are reserved.

9.2 Title, ownership, and intellectual property rights in and to the Service, and derivatives thereof, remain with Astute Data Systems Limited. The Service is protected by U.K. and international copyright laws and international treaty provisions. Do not remove, obscure, or alter any notice of patent, copyright, trademark, trade secret or other proprietary rights. We retain ownership and all rights to Astute Data Systems Limited and PracticePal logos, trademarks, software, trade secrets, reports and

websites.

9.3 Astute Data Systems Limited has made reasonable checks of the Service to confirm that it will perform during normal use on compatible equipment. However, due to the inherently complex nature of computer software, Astute Data Systems Limited does not warrant that the Service is error-free, will operate without limitation, is compatible with all equipment and software configurations, or will otherwise meet your needs. ACCORDINGLY, THE SOFTWARE IS PROVIDED AS-IS, AND YOU ASSUME ALL RISKS ASSOCIATED WITH ITS USE. ASTUTE DATA SYSTEMS LIMITED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, ITS MERCHANTABILITY, OR IT'S FITNESS FOR ANY PARTICULAR PURPOSE. ASTUTE DATA SYSTEMS LIMITED WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATIONS, LOSS OF INCOME, USE, OR INFORMATION.

9.4 This Agreement constitutes the entire Agreement between you and Astute Data Systems Limited and supersedes any prior written or oral Agreement concerning the contents of the Service.