

MIJAN LIMITED (T/A EASY PC ACCOUNTS) – SAAS CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Conditions.

“Applicable Data Protection Laws”:

(a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

(b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Easy PC is subject, which relates to the protection of personal data.

“Authorised Users” those employees, councillors, agents, and/or independent contractors of the Customer, who are authorised by the Customer to access the Platform and the Documentation in connection with the Services.

“Business Day” means a day other than a Saturday, Sunday or public holiday in the UK.

“Conditions” these terms and conditions set out in clause 1 (Definitions and Interpretation) to clause 22 (Jurisdiction) (inclusive).

“Confidential Information” information of commercial value, in whatever form or medium, disclosed by a party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, and, for clarity, including (in the case of Easy PC’s information), information pertaining to customers, pricing, marketing and information relating to the Services or any of its constituent parts and the Platform or any of its parts.

“Contract” the contract between the Customer and Easy PC for the supply of the Services in accordance with these Conditions.

“Contract Year” a 12-month period commencing with the Start Date or any anniversary of it.

“controller”, “processor”, “data subject”, “personal data”, “personal data breach”, and “processing” shall have the meaning given to them in the UK GDPR.

“Customer” a town or parish council that uses the Services and the Platform under a Free Trial or having paid Easy PC the Subscription Fees.

“Customer Data” the data, apart from Customer Personal Data, inputted on the Platform by the Customer or the Authorised Users (or by Easy PC on behalf of the Customer or its Authorised Users) in connection with the use of the Services.

“Customer Personal Data” any personal data which Easy PC

processes in connection with the Contract, in the capacity of a processor on behalf of the Customer, as further described in paragraph 1.2, Part 1, Schedule 1.

“Documentation” any documentation made available to the Customer and/or any of the Authorised Users by Easy PC which sets out a description of the Services and the user instructions for use of the Platform in connection with the Services linked online [here](#), as amended from time to time.

“Easy PC” Milan Limited (t/a Easy PC Accounts), a company incorporated in England and Wales under company number 01788401 and having its registered office at The Willows Long Drove, Waterbeach, Cambridge, CB25 9LW.

“Easy PC Personal Data” any personal data which Easy PC processes in connection with the Contract, in the capacity of a controller, as further described in paragraph 1.1, Part 1, Schedule 1.

“EEA” European Economic Area.

“EU GDPR” the General Data Protection Regulation ((EU) 2016/679).

“Financial Year” 1 April to 31 March.

“Free Trial” the opportunity granted by Easy PC for the Customer to access the Platform and/or use the Services free of charge so that the Customer can evaluate whether the Platform and/or the Services meet its needs.

“Free Trial Period” the duration of any Free Trial as agreed to by Easy PC in writing.

“Intellectual Property Rights” patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

“Initial Subscription Term” the initial term of the Contract offered by Easy PC for which the Customer shall pay the Subscription, being the first day following the expiry of the Free Trial Period to the end of the Financial Year.

“Normal Business Hours” 9.00 am to 6.00 pm UK time, each Business Day.

“Platform” Easy PC’s infrastructure and cloud computing platform and runtime environment made available by Easy PC in

connection with the supply of the Services.

“Precept” the Customer’s precept in any Financial Year.

“Proper Officer” the natural person specified on the Registration Form or the Subscription Management Screen as the Proper Officer and who is:

(a) authorised, appointed or otherwise empowered to enter into the Contract on behalf of the Customer; and

(b) appointed by the Customer to act on its behalf in relation to the Contract as a primary point of contact for Easy PC,

and such other natural persons that may be substituted by the Customer from time to time in accordance with clause 6.1(h).

“Registration Form” the online registration from that Easy PC may provide to the Customer, if required, that the Customer must click to accept and submit to Easy PC to enter into the Contract.

“Renewal Period” a renewal period as defined in clause 11.4.

“Report” any report generated by the Customer and/or its Authorised Users from time to time through their use of the Services and the Platform, as further described in the Documentation.

“Services” the subscription services provided by Easy PC to the Customer under the Contract as referred to in the Documentation which enables access to and use of the Platform.

“Start Date” the date on which the Customer clicks to accept these Conditions with Easy PC, or, the date on which the Customer submits the Registration Form to Easy PC, as the case may be, in both cases such date being the date the Customer enters into the Contract with Easy PC.

“Subscription” the subscription purchased by the Customer in connection with Services and under the Contract which entitles the Customer (and its Authorised Users) to access and use the Platform, the Services and/or the Documentation.

“Subscription Fees” the subscription fees payable by the Customer to Easy PC in connection with the Services offered by Easy PC and accepted by the Customer when the Customer entered into the Contract for the Services, the amount being subject and relative to the Customer’s Precept in any Financial Year and which may change: (a) in any Financial Year due to changes in the Customer’s Precept or (b) where the subscription fees applicable to the Customer’s Precept is changed by Easy PC, as further described in clause 7.4.

“Subscription Management Screen” the part(s) of the Platform, accessible to the Customer, that enables the Customer to manage its Subscription by, for example, changing the details of

its Proper Officer in accordance with clause 6.1(h) or the value of its Precept in any Financial Year.

“Subscription Term” has the meaning given in clause 11.4 (being the Free Trial Period and (if applicable) the Initial Subscription Term together with any subsequent Renewal Periods).

“UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

“Virus” any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

“Vulnerability” a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **“Vulnerabilities”** shall be interpreted accordingly.

1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.8 A reference to **writing** or **written** includes email.

1.9 References to clauses are to the clauses of these Conditions and references to paragraphs are to paragraphs of the Schedules.

1.10 The Schedules form part of these Conditions and shall have effect as if set out in full in the body of these Conditions. Any

reference to these Conditions includes the Schedules.

2. USER RIGHTS

2.1 Subject to the Customer paying the Subscription Fees as required in accordance with the Contract or subject to Easy PC granting the Customer a Free Trial, Easy PC hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to access and use the Services, the Platform and the Documentation during the Subscription Term or the Free Trial Period, as applicable, solely for the Customer's internal accounting and parish council management purposes (in their ordinary course).

2.2 The Customer shall ensure that each Authorised User shall keep a password for their use of the Services, the Platform and/or the Documentation and that each Authorised User shall use their reasonable endeavours to keep their password confidential.

2.3 The Customer shall not and shall ensure that its Authorised Users shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Conditions:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or the Documentation in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or

(b) access all or any part of the Platform and/or the Documentation in order to build a product or service which competes with the Platform and/or the Documentation; or

(c) except to the extent expressly permitted under these Conditions use the Services, the Platform and/or Documentation to provide services to third parties; or

(d) subject to clause 17, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, the Platform and/or the Documentation available to any third party except the Authorised Users; or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services, the Platform and/or the Documentation, other than as provided under this clause 2; or

(f) introduce or permit the introduction of any Virus or Vulnerability into Easy PC's network and information systems including the Platform.

2.4 The Customer shall not and shall ensure that the Authorised Users shall not access, store, distribute or transmit any material during the course of its or their use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; or otherwise illegal or causes damage or injury to any person or property; and Easy PC reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's and/or its Authorised Users' access to the Services, the Platform and/or the Documentation or any material that breaches the provisions of this clause 2.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, the Platform and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Easy PC.

3. SERVICES

3.1 Easy PC shall, during the Subscription Term, provide the Services and make available the Platform and the Documentation to the Customer and its Authorised Users on and subject to the provisions of the Contract.

3.2 Easy PC shall use all reasonable commercial endeavours to make the Services available 24 hours a day, 7 days a week, except for:

(a) planned maintenance carried out during the maintenance window of 10.00 pm to 4.00 am UK time; and

(b) unscheduled maintenance performed outside Normal Business Hours, provided that Easy PC has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

4. DATA PROTECTION

4.1 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

4.2 The parties have determined that, for the purposes of Applicable Data Protection Laws:

(a) Easy PC is the controller of the Easy PC Personal Data;

(b) the Customer is the controller and Easy PC is a processor of the Customer Personal Data;

(c) the Customer retains control of the Customer Personal Data and remains responsible for its compliance obligations under Applicable Data Protection Laws, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Easy PC.

4.3 Should the determination in clause 4.2 change, then each party shall work together in good faith to make any changes

which are necessary to these Conditions.

4.4 In relation to the Customer Personal Data, Part 2 of Schedule 1 sets out the scope, nature, and purpose of processing by Easy PC, the duration of the processing, and the types of personal data and categories of data subject.

4.5 Without prejudice to the generality of clause 4.1 Easy PC shall, in relation to Customer Personal Data:

(a) process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in Part 2 of Schedule 1, unless Easy PC is required by applicable laws to otherwise process that Customer Personal Data. Where Easy PC is relying on applicable laws as the basis for processing Customer Processor Data, Easy PC shall notify the Customer of this before performing the processing required by the applicable laws unless those applicable laws prohibit Easy PC from so notifying the Customer on important grounds of public interest. Easy PC shall inform the Customer if, in the opinion of Easy PC, the instructions of the Customer infringe applicable laws;

(b) implement the technical and organisational measures set out in Schedule 2 to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(c) ensure that any personnel engaged and authorised by Easy PC to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

(d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Easy PC), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;

(f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless Easy PC is required by applicable laws to continue to process that Customer Personal Data (save for one copy that Easy PC may retain for a period of 6 months from the end of the Subscription Term for routine backup purposes). For the purposes of this clause 4.5(f) Customer Personal Data shall be considered deleted where it is put beyond further use by Easy PC; and

(g) maintain records to demonstrate its compliance with this clause 4 and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice.

4.6 The Customer hereby provides its prior, general authorisation for Easy PC to appoint a third party or subcontractor to process the Customer Personal Data if:

(a) the third party or subcontractor is listed in Part 3 of Schedule 1 or the Customer is provided with an opportunity to object to the appointment of each new third party or subcontractor;

(b) Easy PC enters into a written contract with the third party or subcontractor that contains terms substantially the same as those set out in these Conditions, and, upon the Customer's written request, provides the Customer with copies of such contracts;

(c) Easy PC maintains control over all Customer Personal Data it entrusts to the relevant third party or subcontractor; and

(d) Easy PC remains responsible for the acts and omissions of any such third party or subcontractor as if they were the acts and omissions of Easy PC.

4.8 Where the Customer objects to the appointment of any new third party or subcontractor pursuant to clause 4.6(a), Easy PC may terminate the Contract with immediate effect by giving written notice to the Customer.

4.9 Easy PC may transfer Customer Personal Data outside of the UK or the EEA as required for the purposes set out in Part 2 Schedule 1, provided that Easy PC shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws.

5. EASY PC'S OBLIGATIONS

5.1 Easy PC undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care and that the Platform will function substantially in accordance with the Documentation.

5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services or the Platform contrary to Easy PC's instructions, or modification or alteration of the Services or the Platform by any party other than Easy PC or Easy PC's duly authorised contractors or agents. If the Services or the Platform do not conform with the foregoing undertaking, Easy PC will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1.

5.3 Easy PC:

(a) does not warrant that the Customer's use of the Services or of the Platform will be uninterrupted or error-free; or that the Services, the Platform, the Documentation and/or the information or functionality obtained by the Customer through the Services and the Platform will meet the Customer's requirements; or that the Services or the Platform will be free from Vulnerabilities or Viruses; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services, the Platform and the Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.4 The Contract shall not prevent Easy PC from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.

6. CUSTOMER'S OBLIGATIONS AND ACKNOWLEDGEMENT

6.1 The Customer shall:

(a) provide Easy PC with all necessary co-operation in relation to the Contract;

(b) without affecting its other obligations under the Contract, comply with all applicable laws and regulations with respect to its activities under the Contract;

(c) ensure that the Authorised Users use the Services, the Platform and the Documentation in accordance with the provisions of the Contract;

(d) be, to the extent permitted under the Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Platform and all issues and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Easy PC, its contractors and agents to perform their obligations under the Contract, including, without limitation, the Services, including in the Customer Data;

(f) ensure that its network and systems comply with the relevant specifications provided by Easy PC from time to time;

(g) be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Easy PC's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or

caused by the internet; and

(h) maintain the appointment of a Proper Officer who shall have authority to contractually bind the Customer on all matters relating to the Contract. The Customer may replace the natural person that is the Proper Officer from time to time by notifying Easy PC in writing, or by updating the Proper Officer Details within the Subscription Management Screen, about such replacement (and such replacement shall be deemed by the parties to be the Proper Officer for the purposes of the Contract thereafter unless the Proper Officer is replaced against in accordance with this clause 6.1(h)). The Customer warrants that the Proper Officer specified within the Registration Form or the Subscription Management Screen and such replacement Proper Officer(s) is or are its duly authorised representative(s) that has or have the necessary authority to enter into the Contract on the Customer's behalf and has or have the continuing authority to contractually bind the Customer on all matters relating to the Contract.

6.2 The Customer acknowledges and agrees that:

(a) the Services do not constitute accounting, taxation, financial, investment, legal or other professional advice to the Customer or its Authorised Users; and

(b) it is the responsibility of the Customer to rely on its own assessment of the Services and to obtain any professional advice to the extent that may be required by the Customer.

7. CHARGES AND PAYMENT

7.1 If the Customer takes out a Subscription, the Customer shall pay the Subscription Fees to Easy PC in accordance with this clause 7.

7.2 Easy PC shall invoice the Customer in advance for the Subscription Fees payable in respect of the Initial Subscription Term and any Renewal Period, as the case may be:

(a) on the date the Initial Subscription Term commences; and thereafter

(b) at the beginning of each Financial Year.

7.3 If the Initial Subscription Term commences on a date other than the first day of the Financial Year, the Subscription Fees shall be calculated and payable on a pro rata basis up to the end of the Financial Year.

7.4 The Customer acknowledges and agrees that the Subscription Fees may change, subject to:

(a) Easy PC's review of the Customer's Precept for the relevant Financial Year. If the Customer's Precept increases, the Subscription Fees shall increase and vice versa; and/or

(b) Easy PC's discretion, if Easy PC determines that the Subscription Fees applicable to the amount of the Customer's Precept in any Financial Year shall change.

7.5 For the purposes of Easy PC's calculation of the Customer's Precept for any Financial Year, the Customer shall, if requested by Easy PC, promptly provide all necessary information to Easy PC for it to determine the applicable Precept.

7.6 If the Subscription Fees change, Easy PC shall give the Customer not less than 1 calendar month's written notice prior to the expiry of the Initial Subscription Term or any Renewal Period.

7.7 The Customer shall pay the amount due under each invoice issued for the Subscription within 1 calendar month of receipt.

7.8 If Easy PC has not received a payment due to it under the Contract by its due date, then, without prejudice to any other rights and remedies of Easy PC:

(a) Easy PC may, without liability to the Customer, disable the Customer's and the Authorised Users' passwords, accounts and access to all or part of the Services or the Platform and Easy PC shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at a monthly rate of 1.5% commencing on the due date and continuing until fully paid, whether before or after judgment.

7.9 All amounts and fees stated or referred to in the Contract:

(a) shall be payable in the currency in which they are invoiced;

(b) are non-cancellable and non-refundable; and

(c) are exclusive of value added tax, which shall be added to Easy PC's invoice(s) at the appropriate rate, if applicable.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Customer acknowledges and agrees that Easy PC and/or its licensors own all Intellectual Property Rights in the Services, the Platform and the Documentation including, without limitation, in the product of any development, design and/or integration work that Easy PC may carry out for the Customer and including where any elements of such products were developed as a result of or using the Customer's ideas, suggestions or other feedback supplied by the Customer. Except as expressly stated herein, the Contract does not grant the Customer any rights to, under or in, any Intellectual Property Rights in respect of the Services, the Platform, the Documentation or the product of any development, design and/or integration work that Easy PC may carry out for the Customer.

8.2 Easy PC confirms that it has all the rights in relation to the Services, the Platform and the Documentation that are necessary to grant all the rights it purports to grant under the Contract.

8.3 Without prejudice to clause 8.1, Easy PC hereby assigns to

the Customer any and all Intellectual Property Rights in any Report generated by the Customer from time to time.

8.4 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

8.5 The Customer hereby grants to Easy PC, or shall procure the direct grant to Easy PC of, a fully paid up, worldwide, non-exclusive, royalty-free licence in any and all Intellectual Property Rights in the Customer Data during the Subscription Term (and for 6 month period thereafter to enable Easy PC to exercise its rights and obligations pursuant to clause 11.7(d)) to use, copy and/or otherwise utilise the Customer Data to perform the Services and make available the Platform to the Customer on the Terms of the Contract.

9. CONFIDENTIALITY

9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d) is independently developed by the receiving party, which independent development can be shown by written evidence.

9.2 Subject to clause 9.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Contract.

9.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the provisions of the Contract.

9.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

9.5 The Customer acknowledges that details of the Services, the Platform and the Documentation constitute Easy PC's Confidential Information.

9.6 Easy PC may compile information related to the performance of the Services for the purposes of improving the Platform and Services.

9.7 Unless the Customer requests otherwise in writing, Easy PC may include the Customer's name and logo in its marketing materials.

9.8 The above provisions of this clause 9 shall survive termination of the Contract, howsoever arising.

10. LIMITATION OF LIABILITY

10.1 Except as expressly and specifically provided in the Contract:

(a) the Customer assumes sole responsibility for results obtained from the use or interaction with the Services, the Platform and the Documentation by the Customer and/or its Authorised Users, and for conclusions drawn from such use or interaction;

(b) Easy PC shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Easy PC by the Customer in connection with the Services or the Platform, or any actions taken by Easy PC at the Customer's direction;

(c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and

(d) the Services, the Platform and the Documentation are provided to the Customer on an "as is" basis.

10.2 Nothing in the Contract excludes the liability of Easy PC:

(a) for death or personal injury caused by Easy PC's negligence;

(b) for fraud or fraudulent misrepresentation; or

(c) for any other liability that cannot be excluded in law.

10.3 Subject to clause 10.1 and clause 10.2:

(a) Easy PC shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of revenue, loss of tax relief, overpayment of tax, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract; and

(b) Easy PC's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall

not exceed the cap.

10.4 In clause 10.3(b) and this clause 10.4:

(a) cap. The cap is one hundred per cent (100%) of the total charges in the Contract Year in which the breach of contract, tort, duty, misrepresentation or other default attributable to Easy PC occurred; and

(b) total charges. The total charges means all sums paid to Easy PC by the Customer under the Contract in the Contract Year in which the breach of contract, tort, duty, misrepresentation or other default attributable to Easy PC occurred.

11. TERM AND TERMINATION

11.1 Subject to clause 11.2 and clause 11.3, the Contract shall commence on the Start Date and shall, unless otherwise terminated as provided in clause 4.8, this clause 11 or clause 12 continue for the Free Trial Period and shall terminate upon the expiry of the Free Trial Period.

11.2 At any time prior to the expiry of the Free Trial Period, the parties may agree in writing that the Customer shall take out a Subscription.

11.3 If the Customer takes out a Subscription, the Contract shall continue for the unexpired part of the Free Trial Period until the Free Trial Period expires, at which point the Initial Subscription Term shall commence and continue until the end of the Financial Year. Thereafter, the Contract shall be automatically renewed at the beginning of the subsequent Financial Year and for successive Financial Years following (each a **Renewal Period**) unless either party notifies the other party of termination, in writing, at least 7 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the Initial Subscription Term or any Renewal Period.

11.4 The Subscription Term shall constitute the Free Trial Period (if any) and (if applicable) the Initial Subscription Term together with any subsequent Renewal Periods.

11.5 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 1 calendar month after being notified in writing to do so;

(c) the other party makes a resolution for its winding up, makes

an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration, dissolution, bankruptcy or winding-up order is made or an administrator or receiver is appointed; or

(d) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its operations.

11.7 On termination of the Contract for any reason:

(a) subject to clause 8.5, all licences granted under the Contract shall immediately terminate and the Customer shall and shall procure that the Authorised Users shall immediately cease all use of the Services, Platform and/or the Documentation;

(b) the Customer shall immediately pay any outstanding unpaid invoices and interest to Easy PC;

(c) each party shall return and make no further use of any equipment, software, property, Documentation and other items (and all copies of them) belonging to the other party;

(d) Easy PC shall destroy or otherwise dispose of any of the Customer Data and/or Customer Personal Data in its possession (save for one copy that Easy PC may retain for a period of 6 months from the end of the Subscription Term for routine backup purposes); and

(e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

11.8 Any provision of these Conditions which expressly or by implication is intended to come into or continue in force on or after termination of the Contract, including clause 1, clause 9, clause 10 and this clause 11 shall remain in full force and effect.

11.9 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.10 Notwithstanding its obligations in this clause 11 if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other party's Confidential Information, it shall notify the other party in writing of such retention, giving details of the documents and/or materials that it must retain.

12. FORCE MAJEURE

Easy PC shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations

under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including epidemic, pandemic, strikes, lock-outs or other industrial disputes (whether involving the workforce of Easy PC or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

13. VARIATION

13.1 Easy PC may vary these Conditions and/or the Contract from time to time on giving the Customer at least 1 calendar month's notice in writing. If the Customer does not accept the variation, the Customer may, within 1 calendar month of being notified of the variation by Easy PC (**Review Period**), terminate the Contract on 7 days' written notice to Easy PC. The Customer's continued use of the Services and/or the Platform after the Review Period shall constitute the Customer's acceptance of the variation.

13.2 No other variation of these Conditions and/or the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. SEVERANCE

15.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

15.2 If any provision or part-provision of the Contract is deemed deleted under clause 15.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. ENTIRE AGREEMENT

16.1 The Contract constitutes the entire agreement between the parties and supersede and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party acknowledges that in entering into the Contract

it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

16.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17. ASSIGNMENT

17.1 The Customer shall not, without the prior written consent of Easy PC, assign, transfer, novate, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

17.2 Easy PC may at any time assign, transfer, novate, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

18. THIRD-PARTY RIGHTS

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

19. NO PARTNERSHIP

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20. NOTICES

20.1 Any notice required to be given under the Contract shall be in writing and shall be:

(a) delivered by commercial courier to its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

(i) Easy PC: info@easypcaccounts.co.uk

(ii) Customer: the email address for the Proper Officer recorded on the Registration Form or within the Subscription Management Screen and such other email addresses for any replacement Proper Officers substituted by the Customer from time to time in accordance with clause 6.1(f).

20.2 Any notice shall be deemed to have been received:

(a) if delivered by courier, on signature of a delivery receipt or at the time the notice is left at the proper address; or

(b) if sent by email at the time of the transmission provided that no bounceback or out of office message is received.

20.3 This clause 20 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. GOVERNING LAW

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

Part 1 – Role of the parties

1.1 Where Easy PC acts as a controller:

(a) when processing Easy PC Personal Data contained within correspondence between the Customer's staff, Easy PC's staff and/or documents relating to the establishment, management, audit, operation, and communication (on which Easy PC may wish to rely on to establish its rights and liabilities under the Contract) in respect of the Contract for the provision of the contracted services; and

(b) when processing Easy PC Personal Data of the Customer or Customer's staff for marketing purposes.

1.2 Where Easy PC acts as a processor:

Save as set out in paragraph 1.1 of Part 1 of this Schedule 1, when processing the Customer Personal Data of data subjects whose personal data is inputted on, collected by, or as part of the services provisioned under the Contract.

Part 2 – Particulars of processing

2.1 Subject matter of processing

The performance of Easy PC's duties under the Contract.

2.2 Duration of processing

For the term of the Contract and for such time afterwards as required for the parties to exercise their rights and obligations under clause 4 and/or clause 11.

2.3 Nature of processing

The processing of personal data to enable Easy PC to comply with its duties under the Contract.

2.4 Business purposes

To enable Easy PC to perform its duties under the Contract.

2.5 Personal data categories

Identity data, contact details, income data and such other personal data categories as relevant.

2.6 Data subject types

The Customer's staff, staff of the Customer's suppliers, parish residents, and such other data subjects whose personal data is processed by Easy PC in connection with the performance of its duties under the Contract.

Part 3 - Approved subcontractors:

34sp.com Ltd – hosting services

Cloud Next Ltd – hosting services

SCHEDULE 2 Security measures

Customer data is held by the companies listed in Schedule 1 above. They provide physical access controls to prevent unauthorized access to their servers.

All customer data is password protected on the servers and can only be accessed online by users who have set appropriate passwords.

Customer data is backed up by the companies listed above and copies may also be retained by users.

Each user has their data stored in a separate MySQL database