



## 1. Legal Framework

### **IMPORTANT TERMS AND CONDITIONS OF YOUR CONTRACT WITH INONE LIMITED**

Please take a few minutes to read these 'Important Terms' of your inONE Subscription Contract, and please also take a look at the full terms and conditions below.

#### **Why do I need a subscription contract?**

This Contract sets out the conditions which you (or if a Company subscription, the Company) and inONE Limited have to keep to in relation to the inONE Subscription Service.

#### **How long does my subscription contract last?**

The Minimum Term is three months from the date of receipt of the inONE product unless you or we are allowed to end it earlier for one of the reasons given in Condition 7.

#### **Will my inONE subscription cost go up?**

We can only increase your inONE Subscription Payment from the first day of January each year, and a minimum of three months notice will be given prior to any increase in your subscription; and that price increase will not be more than (i) 10%, or (ii) the increase in the UK Retail Price Index over the last 12 months before we tell you about that price increase, whichever is greater.

These limits do not apply to any increase in your inONE Subscription Payment should you request inONE to provide additional Services to your inONE Subscription package. Nor do they apply where, following a request or requirement by any regulatory authority or, as required by law, we change any aspect of our pricing which affects your inONE Subscription Payment directly or our pricing structure generally. During the Minimum Term, all inONE Services will be enabled at no additional charge to you by means of an introductory offer. From the end of your Minimum Term, you will automatically receive all inONE Services unless you specifically request certain Services be turned off and no charge incurred for that specific Service. If at any time you change your inONE Service package, you will pay the then current price for it from the day we provide that new Service package to you.

#### **How much notice will I get if you increase prices?**

We promise to give you at least three calendar months' notice before we put up the price of your subscription, unless the price increase results from you changing your Service. If you are not the payer of the subscription, you should tell the payer of any notice of price increase we send you.

#### **What happens if you withdraw a Service?**

If we withdraw any Service and you receive a cheaper inONE Subscription Package than the one you got immediately before the withdrawal, we promise to reduce the price you pay to the then current price for that different Service.

#### **Can I add or remove Service options?**

Yes. You can add or remove specific Service offerings at any time, but it may take up to one month for specific Service packages to be (de)activated.

#### **Will I be accepted as a subscriber?**

You may not be accepted if you or your company owe us any money or your credit score is unsatisfactory. We can administer your account as we believe reasonable depending on the result of that scoring, which may include applying different payment terms to your account. We may use information from, or supply information to, outside agencies for credit scoring.

#### **How do special offers affect my Contract?**

If you take up a special offer, the terms of that offer will apply to your inONE Subscription service. If you have any comments on our products and services, please use our Forum on the inONE website ([www.inONE.com](http://www.inONE.com)) or write to us at [comments@inONE.com](mailto:comments@inONE.com)

## FULL TERMS AND CONDITIONS

### INONE LIMITED SUBSCRIPTION CONTRACT

These are the terms and conditions that you must keep to if you want to use the inONE Service. This Contract is with INONE Limited, 9 Queens Road, Bournemouth, Dorset, BH2 6BA, United Kingdom. References below to "we" or "us" shall be read as references to INONE Limited. You can contact us, by email help@inONE.com fax +44 (0)1202 430 580 or mail at INONE Limited 9 Queens Road, Bournemouth, Dorset, BH2 6BA, United Kingdom.

**1. Definitions** in these Conditions:

**Address:** the address that you notify to us from time to time where service or billing enquiries should be directed.

**Conditions:** the conditions in this Contract set out below and any changes made to them in accordance with this Contract.

**Contract:** this contract authorising you to receive the inONE Service.

**Minimum Term:** the first three months from the first date your inONE server can be proven to have been delivered to the address specified by you.

**Service:** the specific inONE function package provided by inONE and selected by you from time to time.

**Subscription Payment:** the payments you must pay us to provide the Service.

### 2. Subscription Payments

(a) You will be charged for the Service from the first date your inONE server can be proven to have been delivered to the address specified by you. When placing your initial order with INONE Limited we will charge you at the prevailing price for the inONE Server and for the Minimum Term Subscription payment. After the initial Minimum Term you must pay us Subscription Payments every month in advance. For Standing Order, Direct Debit and credit card options we will collect the amount due automatically from your account each month. (b) We reserve the right to charge a reasonable administration fee if you want to change your Service and we allow this. Unless we agree otherwise, you must remain with and pay for the Service that you choose for at least one month (unless this Contract is terminated before the end of such month or where Conditions 3(b) (ii), (iii) or (iv) apply). (c) We may increase your Subscription Payment on or after the first day of January each year by giving you at least three calendar months' notice. That increase will not be more than:

(i) 10%; or

(ii) the increase in the UK Retail Price Index over the last 12 months before we tell you about that price increase,

whichever is greater. Your Subscription Payment will also change during the Minimum Term in accordance with the above.

(d) We may also increase your Subscription Payment:

(i) if you select to receive additional Services after the Minimum Term, we reserve the right to increase your inONE Subscription Payment in accordance with your revised Service selection. 2(c). From the end of the Minimum Term you will receive all inONE Services unless you select to have a reduction in inONE Services and pay the then current price for it; and/or

(ii) if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing which affects your Subscription Payment directly or our pricing structure generally. The limits described in Condition 2(c) do not apply to any change in your Subscription Payment for any reason listed in this Condition 2(d). (e) We may alter your Direct Debit or credit card instruction if your Subscription Payment changes for any reason. We may also charge any other payment due under this Contract under your Direct Debit or credit card instruction together with any other payments which you agree that we may charge under that instruction. (f) If you have missed any payments you owe to us, we can suspend provision of the Service to you without giving you notice. This does not affect our right to end this Contract under Condition 7 below.

(e) We may also decrease your Subscription Payment:

If after the Minimum Term you choose not to receive specific inONE Services, we promise to reduce the price you pay to the then current price for that different Service but it may take up to one month for specific service packages to be deactivated. If we withdraw any service and you receive a cheaper inONE Subscription Package than the one you got immediately before the withdrawal, we promise to reduce the price you pay to the then current price for that different Service.

### **3. inONE Service offerings**

- (a) We can replace or withdraw specific inONE Services.
- (b) We can introduce, improve or withdraw inONE Services. We can vary or withdraw your Subscription Package. We will tell you if, as a result of any such change, your Subscription Payment changes. If we vary your Subscription Package you can move to another Package (in which case we will confirm to you how your Subscription Payment will change);
- (c) If we withdraw your chosen Subscription Package we will move you onto the nearest equivalent Package. If this happens during the Minimum Term, your Subscription Payment will not increase before the end of the Minimum Term (other than price increases under Conditions 2(c), and 2(d) (i) or (ii)). However, if you choose to move to a different Subscription Package we will confirm to you how your Subscription Payment will change.
- (d) We may supply bonus or other free Services within your Subscription Package which you will not have to pay for. We can withdraw or change these Services without giving you notice. We can also change any bonus or other free Services you are receiving into a pay-for Service that you must pay for if you want to continue to receive it. If we do the latter in respect of a bonus or free Service during your Minimum Term you shall continue receiving that Service without payment until the end of your Minimum Term. If we introduce a charge for any other free Service, we will tell you what charge will apply unless you tell us that you do not wish to continue to receive that Service.
- (e) The Support provided by us is limited to the length of the Agreement relating to the Service. We do not provide on-site service. All Support is provided over the telephone or by transmission of software and other information through electronic means, or by shipping software and other information to you. We may conclude that a question is sufficiently complex, or that your system is of a nature that precludes effective analysis of the question through telephone discussions. You understand and accept that we may be unable to resolve questions of this sort, and you understand and accept that you will have to make independent arrangement for the resolution of such a question. The Support does not cover cases in which the compatibility of the system to your operation or the configuration of the Service is invalid. The Support provided does not include assistance in training your personnel in the installation, administration or normal use of the Software. It does not include answering questions that are readily answered by consulting documentation that accompanies the Software. We may answer an occasional question that falls within these exclusions, but we may refuse any such question at any time.

### **4. inONE Hardware**

Acceptance of goods by you shall be deemed to be acceptance of these conditions of sale. Any term sought to be imposed by you either in a document or otherwise that conflicts with or adds to these conditions is not accepted. No agent or representative of INONE Limited has authority to vary these conditions.

#### **4.1. Payment and Price**

- (a) We reserve the right to vary the quoted price for the goods by upward additions in accordance with market conditions at the date of actual supply and you shall pay such additions in addition to the quoted price, provided such additions are agreed by you in advance of payment. Price Lists do not constitute an offer.
- (b) All invoices are due for payment on the date shown on the invoice. Payment is to be made in sterling unless otherwise specified.
- (c) All overdue accounts will be charged, on a daily basis, commercial interest at 5% above the base rate of the Royal Bank of Scotland plc obtaining at the time.

#### **4.2. Availability of Goods**

We will use our best endeavours to comply with the date specified for dispatch or delivery, which date is given and intended as estimate only and is not to be the essence of the contract. If owing to non-availability of the goods or any other causes beyond our control, we shall be unable to effect delivery hereunder we shall be at liberty to determine the contract or part thereof by giving notice in writing to you.

#### 4.3. Property and Risk

For so long as any amounts remain owing by you to us (whether immediately due or not) title to the property of the goods shall remain in our ownership and will not pass to you until the we have notified you of the transfer of ownership. In the event of you reselling the goods, if we have not received all amounts owing to us, we shall account to you for the proceeds of any such sale and meanwhile will hold all proceeds of such sale of such goods upon trust of us until we have received such amounts in full. We shall have the right to trace all proceeds in accordance with the principles of R. v. Hallets Estates 1880 13CH.D96. At any time after the due date for payment by you to us, and so long as such amounts have not been received by us in full, we, at your expense, shall have the right to enter your premises and remove therefrom all goods which remain our property.

#### 4.4. Design Variation

Whilst we make every effort to ensure that goods supplied correspond to in every respect with the sample, specification or description provided as the case may be, we are not responsible for the minor variations in specification, in colour or other design features, and no such minor variation shall entitle you to rescind the contract or shall be the subject of any claim against us.

#### 4.5. Claims

(a) No liability for any claim for damage or non-functionality shall be accepted unless we are notified in writing by the purchaser within seven days of delivery. This period may be extended at our sole discretion where the manufacturer's replacement policy exceeds this deadline.

(b) No liability for any claim for missing items such as manuals, etc. shall be accepted unless we are notified in writing by you within seven days of delivery.

(c) No liability for any claim will be accepted in the case of goods differing in quantity or descriptions from the particulars given on the delivery note unless we are notified in writing by you within seven days of delivery, and the onus is on you to prove any shortage.

(d) In the case of active third-party on-site maintenance contracts, you accept an obligation to use the services of the contracted third-party to resolve claims under clause 5(a).

(e) In the case of manufacturers who operate direct product support and returns procedures, you accept an obligation to process their claim directly through the manufacturer.

#### 4.6. Warrantee

(a) The hardware supplied by inONE comes with a warranty against faults arising in the first 12 months after first dispatch by INONE Limited. The following are not covered by the warranty: faults arising from misuse, accidental or deliberate damage, damage arising from use of equipment that is not supplied by or on behalf of INONE Limited, cosmetic damage which does not affect the functionality of the inONE Service or damage caused by events outside the reasonable control of inONE or its equipment suppliers. To report a fault, please call inONE on +44 (0)906 730 024 or email [faults@inONE.com](mailto:faults@inONE.com). If a reported fault cannot be remedied by one of our engineers INONE Limited reserves the right to replace the inONE Server under a return to base exchange programme to replace the faulty inONE server, or the faulty component within the server. Any replacement equipment will be new or 'as new' (previously used equipment that has been refurbished). INONE Limited will warrant any repair or replacement until the later of the end of the original 12 month warranty period or three months from the date it was carried out. This warranty is provided by INONE Limited, only applies to equipment ordered from [www.inONE.com](http://www.inONE.com) (or a retailer acting as INONE Limited's authorised agent), and does not apply to equipment originally purchased and supplied to an address in the UK then subsequently taken by you outside the UK, Isle of Man and the Channel Islands. It does not affect your statutory rights.

(b) You shall, unless otherwise specified in writing, be responsible for all carriage, telephone, postal and other incidental charges incurred during the warranty period.

#### 4.7. Returned Goods

(a) We will not accept goods for credit or rectification unless such return has been authorised by us, and the goods are received by us in stock condition, with original packaging. We retain the right at our sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof. We reserve the right to charge a restocking fee on goods returned for credit which are not in stock condition.

(b) You shall unless otherwise stated be responsible for the cost of outward and return carriage and insurance of all goods returned by you to us for service or credit, which goods shall be at your risk until actual receipt of the goods by us. The onus of proof of safe delivery shall rest with you.

(c) All items returned to us by prearrangement and found to contain no fault, will be subject to a 25% restocking charge, providing the goods are in original stock condition. Any downward variation of this restocking charge shall be at our sole discretion.

#### 5. Copying and Copyright

(a) You must not do any of the following:

(i) Copy (except as permitted under the Copyright Designs and Patents Act 1988 ("Act"), as amended from time to time), redistribute or relay any of the software provided by INONE Limited.

(b) We may disable or alter remotely certain functions of your inONE Software so as to prevent you from copying or doing harm to the Service, and we may prevent you receiving the Service if your inONE Server has been manipulated in a manner to dilute the interest of INONE Limited.

#### 6. Changing the Conditions

(a) INONE Limited may not change or add to Conditions 2(c) or (d), Condition 3(d), Condition 8 or this Condition 10 except for security, legal or regulatory reasons.

(b) INONE Limited may not change or add to any other Conditions unless it is reasonable to do so.

(c) You will receive at least one calendar month's notice of any changes or additions. This right to vary will not be used to change the terms of any special offer which applies to you and you have accepted during the term of the offer.

#### 7. Ending the Contract

Unless Conditions 7(a) or (b) apply, you must subscribe to the Service for at least the Minimum Term. The Contract will continue after this time unless it is ended according to the Conditions below.

(a) You may end this Contract at any time during the Minimum Term by giving us one calendar month's notice if:

(i) we tell you we are going to change these Conditions so as adversely to impact your rights; or

(ii) we withdraw any inONE Service you are receiving; or

(iii) we reduce significantly the Services available within, or the level of service of, your inONE Subscription Package.

You may end this Contract by giving us seven days' notice at any time (including during the Minimum Term) if we break any of the Conditions. If you want to end the Contract for any other reason you may do so at the end of or after the Minimum Term, by giving us at least one calendar month's notice at any time.

(b) If you break any of the Conditions or act in a way towards our staff or agents which we reasonably consider to be inappropriate, we can terminate this Contract by giving you seven days' written notice at any time (including during the Minimum Term).

(c) Except where you break the Conditions we will not terminate this Contract during the Minimum Term. We may end this Contract after the Minimum Term by giving you one calendar month's notice.

(d) We will not refund any Subscription Payments or other payments made under this Contract if we end this Contract because you have broken the Conditions. If during the Minimum Term you end this Contract (other than where you have a right to do so) or we end it because you have broken the Conditions, you will have to compensate INONE Limited for the Subscription Payments due over the

remainder of the Minimum Term. We will calculate the amount of compensation you must pay based on the cheapest pack price(s) that you could have selected in that period.

#### **8. Right to transfer the Contract and Third Parties**

(a) We can transfer our rights or obligations under this Contract to any company, firm or person provided this does not affect your rights under this Contract in a negative way.

(b) This Contract is a direct relationship between you (or your company) and INONE Limited. You may not transfer your rights or obligations under this Contract to anyone else, and no third party is entitled to benefit under this Contract except pursuant to Condition 8(a).

#### **9. Consequential Loss**

(a) The extent of our liability to you for any default or breach whatsoever and howsoever arising shall in no case exceed the invoice value of the goods and we shall in no circumstances whatsoever be liable to you in respect of any loss or damage whether suffered by you or any customer of yours whether direct, indirect, consequential, or however else arising.

(b) You understand and agree that we are not responsible for any lost or corrupted software or data. We strongly recommend that you maintain a complete data backup and disaster recovery plan.

#### **10. Claims of Confidentiality or Proprietary Rights**

You agree that any information or data disclosed or sent to us, over the telephone, electronically or otherwise, is not confidential or proprietary to you.

#### **11. Notices**

If we give you any notice that is required under this Contract, it must be in writing. We may send such notice via standard postal service mail to your contact address specified from time to time.

#### **12. Law and geographical limits**

(a) This Contract is governed by English Law. If any part of these terms and conditions shall be found to be unlawful it shall not affect the validity or enforceability of the remainder of the conditions.

(b) All disputes can be dealt with by the courts in England and Wales or any other UK court that could lawfully deal with the case.