

## TERMS AND CONDITIONS OF XPERT TECHNOLOGIES

These are the terms and conditions of Xpert Analytics Limited, a company registered in England and Wales with company number 11252946, and with registered office at Salhan House, 5 Victoria Square, Droitwich Spa, England WR9 8DF (the “**Company**”). These terms and conditions apply to any user (“**you**”) of the Xpert Technologies platform software, provided by the Company (the “**Service**”).

By using the Service, you are deemed to accept these terms and conditions, and a legally binding contract is formed between the Company and you. If you do not accept these terms and conditions, please do not use the Service. You also agree to the terms of our website policies, which can be found on [xpert-technologies.co.uk](http://xpert-technologies.co.uk), and are deemed incorporated into these terms and conditions.

By signing up for the Service on behalf of your company or organisation, you confirm that you are authorised to represent the legal entity, you accept these terms and conditions on behalf of that entity, and references to “**you**” throughout these terms and conditions includes such legal entity and its employees, agents and affiliates.

These terms and conditions were last updated in June 2021. We may amend these terms and conditions from time to time, and such amendments shall apply to your use of the Service. Please check back regularly to ensure you are aware of the terms and conditions that apply to you.

These terms and conditions also apply to you, as a franchisor, provided that you ensure that your customers agree to these same terms contained herein.

### 1. The Software

1.1 The Service is a unified platform, which allows you to log in using your unique username and password, provided to you when you are given access to the Service. You will be provided with access to the Service when you sign up as a client of Salhan Accountants Ltd.

1.2 The Service offers you access to various forms of software, some of which are created and owned by us, and some of which are licensed from third parties. By agreeing to these terms and conditions, you also agree to the following terms, which are hereby incorporated into this legally binding contract:

#### Software created by a third party for use within the Service

1.2.1 Accounts and Bookkeeping Software A-Kounts: <https://www.capium.com/terms/>

1.2.2 Analytics Software Xpert Analytics: <https://www.zoho.com/terms.html> (embedded analytics BI and white label analytics solution only)

#### Software licensed by a third party to us, for use within the Service

1.2.3 Dext invoice scanning and extraction software

Please note, in particular:

- When using Dext, you will be provided with a unique client number to allow you to access the software
- You are provided with a non-exclusive, non-transferable, limited right to access the Dext software for the Term, for internal business use only

- The software is provided to you, 24 hours a day, 7 days a week, although this is not guaranteed
- Planned maintenance is carried out usually between 6am and 10am UK on Saturdays
- Unscheduled maintenance is usually carried out outside business hours, with 3 hours' notice (although not guaranteed)

#### Software created and owned by us

- 1.2.4 U-Deliver, based on your terms of engagement with Salhan Accountants Ltd: <https://u-deliver.co.uk/>
- 1.2.5 Xpert Leave Management, HR management software: [www.leavemanagement.co.uk](http://www.leavemanagement.co.uk) (please note that Xpert Leave Management may be licensed to users as a standalone service, outside the scope of these terms and conditions)
- 1.2.6 U-File Upload, file upload system
- 1.2.7 Analytics Software Xpert Analytics (integration of Zoho pre-built analytical capabilities with the Company's API code, using contextual embedding and single sign-on options)
- 1.3 The Company grants to you a non-exclusive, non-transferable, non-sublicensable, royalty-free licence to use the Service, subject to these terms and conditions (the "Licence"), and subject to the terms and conditions stated under clause 1.2 above. The Service may be accessed by you via a web browser or other device owned or controlled by you. You understand that certain software as part of the Service, where owned by a third party, may be withdrawn, or their terms may be amended, from time to time, and this is likely to be outside of our control.
- 1.2 You shall use the Service for internal business purposes and, where permitted by the terms of your engagement with Salhan Accountants Ltd, provide access to your own clients. Where you do provide client access, you must ensure that your clients agree to these terms and conditions. You shall remain liable for your clients' use of the Service.
- 1.3 This Licence is not deemed to extend to any other programs or materials of the Company, other than the Service, unless specifically agreed in writing by the Company.
- 1.4 You acknowledge that you are licensed to use the Service only in accordance with these express terms and conditions, and not further or otherwise.
- 1.5 The Company may modify, add or remove functionality of the Service from time to time, without liability to you or any third party.
- 1.6 Where stated in your terms of engagement with Salhan Accountants Ltd, we shall provide the Service to you on a white-label basis. This means that we will provide the Service to you on a non-exclusive basis, branded to your organisation. You hereby provide us with a non-exclusive, non-transferable, royalty-free, worldwide licence to use your branding, trademarks and copyright for the purpose of providing the Service to you as a white-labelled service. Please note that the Dext software cannot be white-labelled to your organisation.

## **2. Licence Term**

- 2.1 The Licence comes into force when you are provided access to the Service, and remains in force during the term of your engagement with Salhan Accountants Ltd (the “**Term**”). At the end of the Term, the Licence shall automatically expire, and you and your customers will no longer have access to the Service.
- 2.2 The Company may suspend your access to the Service (including your customers’ access), and terminate the Licence, at any time where you have materially breached these terms and conditions (which includes failing to make payment). Where the Company does so, no refunds will be provided for your services with Salhan Accountants Ltd. If you wish to reconnect the Service at any time, the Company reserves the right to charge a reconnection fee of at least £100.
- 2.4 Where your Licence ends for any reason, you will no longer have access to the information stored on the Service. The Company has no obligation to maintain any of your data following termination, and is permitted to delete it once your Licence ends.

### **3. The Parties’ Obligations**

- 3.1 The Company will never provide copies of the Service (including copies of any source code) to you.
- 3.2 You agree to use the Service in compliance with applicable law and regulation.
- 3.3 You will not, and will not allow third parties to:
  - 3.3.1 use the Service to upload, transit or otherwise distribute any unlawful, threatening, defamatory, harassing, fraudulent, obscene, abusive or otherwise objectionable content, or that may contain viruses;
  - 3.3.2 use the Service for fraudulent or inappropriate purposes;
  - 3.3.3 attempt to decipher, decompile, delete, alter or reverse engineer the Service;
  - 3.3.4 duplicate, make derivatives works of, reproduce or exploit the Service, without the Company’s written permission;
  - 3.3.5 use the Service to create a similar or competitive service; or
  - 3.3.6 remove or alter any logos, trademarks or copyright notices appearing on the Service.
- 3.4 The Company will provide you with basic support, at no additional charge, via the website for the Service.
- 3.5 The Company uses commercially reasonable endeavours to ensure the Service is available 24 hours a day, 7 days a week, but is not liable for any downtime or where the Service is not available to you. Circumstances may occur that are outside the Company’s control (including but not limited to acts of God, floods, fires, earthquakes, pandemics, civil unrest, acts of terror, failure of internet service providers or other third party contractors), and the Company is not responsible for failure to provide the Service in such circumstances.
- 3.6 The Company has implemented, and maintains, safeguards to ensure the protection and security of data that is uploaded to the Service. The Company complies with applicable data

protection legislation, including the UK Data Protection Act 2018. For more information on how the Company processes and stores personal data, please see the Company's privacy policy, which can be found here <https://u-deliver.co.uk/privacy-policy/>. The Company's privacy policy is hereby incorporated into these terms and conditions.

3.7 You are responsible for the quality, accuracy and completeness of your data. The Company does not verify or evaluate your data, nor does the Company advise you on any employment-related matters in any way.

3.8 Where your customers access the Service, they will be asked to consent to the terms of our privacy policy before proceeding to use the Service.

#### **4. Intellectual Property Rights**

4.1 The Company retains all right, title and interest in and to the Service, including the intellectual property rights therein (including its source code).

4.2 The Company may collect, use and disclose your transactional and performance data related to your use of the Service, provided this does not include personal data or business sensitive data, and does not reveal your identity.

4.3 You retain all right, title and interest in the data you upload to the Service.

#### **5. Publicity**

5.1 The Company may disclose your name as a customer of the Service in its marketing materials, unless you have requested that the Company does not do so.

#### **6. Warranties and Liability**

6.1 The Company represents and warrants that:

6.1.1 the Service will perform substantially in accordance with the specifications provided by the Company;

6.1.2 the Service will comply with applicable data protection legislation; and

6.1.3 the Company will adhere to its privacy policy regarding your personal data.

6.2 The Company disclaims all other warranties, express or implied, including implied warranties or merchantability or fitness for a particular purpose, with respect to the Service. The Company does not warrant that the Service will be uninterrupted or error-free.

6.3 Neither you nor the Company will be liable for any indirect, special or consequential loss arising under these terms and conditions.

6.4 The Company's liability arising under, or in relation to, these terms and conditions shall be limited to the total fees paid by you to Salhan Accountants Ltd.

6.5 You agree to indemnify and hold harmless the Company against any costs, damages, expenses, losses and other liabilities incurred as a result of a third party action, claim, demand, proceeding or suit where this arises from or in connection with your use of the Service in

violation of these terms and conditions, or any employment decision or action you take due to information available through your use of the Service.

- 6.7 The Company agrees to indemnify you and hold you harmless against any costs, damages, expenses, losses and other liabilities incurred as a result of a third party action, claim, demand, proceeding or suit where this arises from or in connection with your use of the Service where this infringes the intellectual property rights of a third party. This indemnity shall not apply where you have used the Service in an unauthorised or modified form.

## **7. General**

- 7.1 If any part of these terms and conditions is or becomes invalid, illegal or unenforceable, it is deemed to be deleted, and the rest of these terms and conditions shall remain in full force and effect.
- 7.2 No third parties are provided with any rights under these terms and conditions, and the Contracts (Rights of Third Parties) Act 1999 does not apply.
- 7.3 Either party may give notice to the other party by sending an email to the last email address notified to the other party. Time of delivery is deemed to be the time of transmission. This shall not apply to the service of legal proceedings.
- 7.4 These terms and conditions, and any non-contractual obligations arising hereunder, shall be governed and construed in accordance with the laws of England and Wales, and the English courts shall have exclusive jurisdiction to deal with any dispute arising hereunder.