

## **Service Terms and Conditions**

This website, associated applications, systems, and apps endeavours to provide its clients with the highest level of service always.

### **Legal Identity**

The term 'website' or 'us' or 'we' or 'the company' refers to Gig Industry Software; the owner of the website. The term 'app' or 'software' or 'application' refers to the service provided by our website, or the associated applications provided by the company that access the data.

The term 'you' or 'client' refers to the users of the website.

By using the website, or any other services of the company, you are agreeing to be bound by the following terms and conditions.

As a condition of your use of this website, agree you will not use this website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

### **Purchases**

By using the website you are agreeing to the terms and conditions and you are entitled to full access to this website and associated products. The product comprises

- A web-based service hosted on a server backed by service level agreements providing for the following:
  - The network including access to data via the services apps and services made available by the company will be available at least 95% of the time every month, excluding schedule maintenance outages.
  - Email support during office hours 9am - 5pm (UTC + 0) Monday to Friday excluding Bank Holidays.
  - Access to all relevant updates, improvements and additions during the year.
  - Secure, encrypted backup of your client data
  - Secure handling of sensitive data transfer using state of the art (at least) 256-bit https certified connections
  - Secure storage of data in industry standard UK-based data centres

### **Customised Non-Standard Orders**

The requirements and specifications for those deliverables for shall be those set out in the order quotation.

The client shall confirm an order to by sending an authorisation to proceed for the associated quotation.

### **Prices**

Prices charged in any quotation are inclusive of taxes, unless otherwise stated.

Any increase in fee for subscription or other on-going charges will be preceded by an email notification at least one month prior to the rise.

### **Payment**

Payment is due within 7 days of receipt of the invoice. The company reserves the right to remove access to a product where payment is not received in accordance with any alternative terms of payment agreed in writing. No cash or other discount is allowed unless agreed in writing by us.

### **Copyright**

Copyright of all material originated by us, either in the form of precontract documentation or as text, images, research papers or electronically stored code for the manipulation, transmission and presentation of information, remains vested in us.

### **Confidentiality.**

During the term of this Agreement, the company and the client may have access to confidential information relating to such matters as either party's business, trade secrets, systems, procedures, manuals, products, contracts, personnel, and clients.

As used in this Agreement, "Confidential Information" means information belonging to the Distributor or the Client which is of value to such party and the disclosure of which could result in a competitive or other disadvantage to either party, including, without limitation, financial information, business practices and policies, know-how, trade secrets, market or sales information or plans, customer lists, business plans, and all provisions of this Agreement. Confidential Information does not include: (i) information that was known to the receiving Party before receipt thereof from or on behalf of the Disclosing Party; (ii) information that is or becomes generally known in the trade without violation of this Agreement by the Receiving Party; or (iii) information that is independently developed by the Receiving Party or its employees or affiliates without reference to the Disclosing Party's information.

Each party will protect the other's Confidential Information with at least the same degree of care it uses with respect to its own Confidential Information, and will not use the other party's Confidential Information other than in connection with its obligations hereunder.

### **Liability**

The client agrees to indemnify us against all liabilities costs, damage, damages and expenses which may incur as a result of content added to the site by the client and which involve infringement of any copyright, patent or other intellectual or property right.

The company shall not be liable to the client by reason of any representation (unless fraudulent) or any implied warranty, condition or other item or any duty at common law, or under the express terms of this or any other contract, for any indirect, special or consequential loss or damage whatsoever (including but not limited to loss of profit, business, contracts or goodwill), costs, expenses or other claims for direct or indirect or consequential compensation whatsoever (and whether caused by the negligence of the company, its employees or agents or otherwise). Nothing in this condition shall exclude or limit the company liability for personal injury or death arising from the company's negligence

No delay or indulgence by the company in enforcing the provisions of the contract shall prejudice or restrict the rights of the company nor shall any waiver of its rights operate as a waiver of any subsequent breach and any right power.

## **Warranty**

The company disclaims, to the extent permissible by law, all liability for defects in software products or for misconfiguration or misuse thereof. The product and all further services shall be delivered and performed in a timely, professional manner.

## **Force Majeure**

The company shall not be liable to the client for any loss or damage which may be suffered by the client as a result of the delivery of the product being delayed, prevented, hindered or made uneconomic by reason or circumstances or events beyond the company's control including, but not limited to:

- Act of God, or riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty, societal lock down or similar instruction or recommendation by UK government, or increased supplier expense.
- Failure by the client to give adequate instructions or supply the necessary information in due time
- Failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.

## **Termination**

The company may terminate this agreement immediately if the client fails to pay any sum due under it on the due date, or immediately if the client commits a material breach of any term of this agreement and which (in the case of a breach capable of being remedied) has not been remedied within 7 days of a written request remedy the same from the company.

Any termination of this contract shall be without prejudice to the company, other rights or remedies.

## **Cancellation**

The client may cancel this contract at any time, the user accounts will be deactivated, and all outstanding invoices become due.

## **Personal Information**

Any personal information retained on this system is stored in a secure data centre located in the UK and is treated as confidential.

Additionally personal information held by Gig Industry Software its operation will be deleted as soon as is appropriate, usually six months storage.

Data is retained beyond six months only in the following circumstances:

- Historic transactional processing
- Provision of notification or recording of data that could be used to support a law suit
- Personal information of registered active users unless deleted by the user

## **Modification of These Terms and Conditions**

The company reserves the right to change the terms, conditions, and notices