

## Coralmead Solutions Terms of Use

Coralmead Solutions Ltd provides online accounting software (QuickBooks Online) and business services designed especially for small businesses. These Terms of Use are intended to explain our obligations as a service provider and your obligations as a customer. Please read them and consider them carefully.

These terms are binding on any use of our services and apply to you and authorised representatives of your business from the time that Coralmead Solutions Ltd provides access to the services or software.

The Coralmead Solutions Ltd services will evolve over time based upon customer feedback and latest development of QuickBooks Online software or products available. Coralmead Solutions Ltd provides the right to change these terms at any time, and will make every effort to communicate these changes to you via email or notification via our website. It is likely that these terms of use will change over time. It is your obligation to ensure that you have read, understood and agreed the most recent terms available from our website.

By registering to use our services you acknowledge that you have read and understood these terms and have authority to act on behalf of any person or organisation for who you are using the service.

### **Use of Software**

Coralmead Solutions Ltd grants you the right to access and use the service and QuickBooks Online software via the website with the particular user roles available to you according to your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

- 1) The Subscriber determines who is invited as a User and what level of role access to the relevant organisation and service the Invited User has
- 2) The Subscriber is responsible for all of the Invited Users' use of the Service
- 3) The Subscriber controls each Invited User's level of access to the relevant organisation and service at all times and can revoke or change an Invited User's access, level of access at any time for any reason. This may result in the person or entity ceasing to be an Invited User or having a different level of access, as the case may be.
- 4) If there is any dispute between the Subscriber and an Invited User regarding access to any organisation or service, the Subscriber shall decide what access level to the data or service the Invited User shall have.

### **Your Obligations**

1. Payment Obligations – an invoice for the subscription to access the QuickBooks online software and data will be issued annually from the date your organisation first added its details to the QuickBooks online account. All invoices will include the access fee for a twelve month period of use. Coralmead Solutions Ltd will continue to invoice you annually until this agreement is terminated in accordance with clause 8.

All Coralmead Solutions Ltd invoices will be sent to you, or to a billing contact whose details have previously been agreed by you, by email. You must pay or arrange payment of all amounts specified on any invoice by the due date for payment or make payment

within 14 days of the invoice date. You are responsible for the payment of all taxes in addition to the access fees.

2. **Preferential Pricing or Discounts** – You may from time to time be offered preferential pricing or discounts for the access fees as a result of the number of organisations that you have added to the service or that have been added with your authority. Eligibility for such preferential pricing and discounts is conditional upon your acceptance of responsibility of payment of any access fees in relation to all of your organisations. Without prejudice to any other rights that Coralmead Solutions Ltd may have under these terms or at law, Coralmead Solutions Ltd reserves the right to render invoices for the full (non-discounted) access fees due or suspend or terminate your use of service in respect of any of your organisations in the event that any invoices for access fees are not paid in full by the due date for payment.
3. **General Obligations** – You must only use the service and website for your own lawful internal business purposes in accordance with these terms and any notice sent by Coralmead Solutions Ltd or condition posted on our website. You may use the service and website on behalf of others or in order to provide services to others provided you have ensured that you are authorised to do so and that all persons for whom services are provided comply with and accept all terms of this agreement that apply to you.
4. **Automated Bank Transaction Data delivered into your QuickBooks Online Data File** – Where available via the banks, automated bank transaction data feeds are generally provided to you free of charge. However Coralmead Solutions Ltd reserves the right to pass on any charges related to the provision of bank feed data on a case –by-case basis at Coralmead Solutions Ltd sole discretion. Where a charge may be applicable Coralmead Solutions Ltd will first inform you via email to indicate what the charges are likely to be. Such charges may vary depending upon your bank, and volume of transactions being fed into your data file. You have the option to decide to discontinue use of automated bank feeds at any time. To exercise this option, you must first give Coralmead Solutions Ltd at least one month’s notice of which bank data feeds you wish to discontinue. Upon receiving such notice Coralmead Solutions Ltd will arrange for such feeds to be terminated in accordance with the banks usual practices. Please be aware that there may be an admin charge incurred as a result of Coralmead Solutions Ltd amending your bank feed data in the future if there is a need to discontinue your bank feed service.
5. **Access Conditions**
  - 5.1. You must ensure that all usernames and passwords required to access your Coralmead Solutions Ltd web account or QuickBooks Online accounting software are kept secure and confidential. You must immediately notify Coralmead Solutions Ltd of any unauthorised use of your passwords or any other breach of security and Coralmead Solutions Ltd will reset your password. You must take the necessary actions that Coralmead Solutions reasonably deems necessary to maintain or enhance security of Coralmead Solutions computing systems or QuickBooks Online accounting software and networks and access to your services.
  - 5.2. As a condition of these terms, when accessing and using these services you must:
    - Not attempt to undermine the security or integrity of Coralmead Solutions Ltd computing systems or networks or, where services are hosted by a third party, that third party’s computing systems and networks.

- Not use, or misuse, the services in any way which may impair the functionality of the services or website, or other systems used to deliver the services or impair the ability of any other user to use the services or website.
  - Not attempt to gain unauthorised access to any materials other than those to which you have been granted express permission to access or to the computer system on which the service is hosted.
  - Not transmit, or input into the website any files that may damage any others person's data, computing devices or software. Any data input should not be offensive, or material or data in violation with any law (including data or other material protected by copyright, trade secrets, which you do not have the right to use) and
  - Not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the services to operate the website except as is strictly necessary to use either of them for normal operation.
6. Usage Limitations – Use of the service may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls you are permitted to make against QuickBooks Online application queries. Any such limitations will be advised.
7. Communication Conditions – As a condition of these terms, if you use any communication tools available through the website (such as chat, forum, messaging centre) you agree only to use any such communication tool for posting or disseminating any material related to use of the services. Any communication of this nature should include, but not be limited to, offers of goods or services for sale, unsolicited commercial email, files that may be offensive to any other users of the services or website, or material in violation of any law (including material that is protected by copyright or trade secrets which you do not have the right to use).
- When you make any communication on the website, you represent that you are permitted to make such a communication. Coralmead Solutions Ltd is under no obligation to ensure that the communications on the website are legitimate or that they are related only to the use of the services. As with any other web based forum, you must exercise caution when using communication tools available on the website. Coralmead Solutions Ltd reserves the right to remove any communication at any time in its sole discretion.
8. Indemnity – You indemnify Coralmead Solutions Ltd against: all claims costs, damage and loss arising from your breach of any of these terms or any obligation you may have to Coralmead Solutions Ltd, including (but not limited to) any costs relating to recovery of any access fees that are due but have not been paid by you.

### **Confidentiality and Privacy**

1. Confidentiality – Unless the relevant party has the prior written consent of the other or unless required to do so by law:
- 1.1 Each party will preserve the confidentiality of all confidential information of the other obtained in connection with these terms. Neither party will, without prior written consent of the other, disclose or make any confidential information available to any person, or use the same for its own benefit, other than those contemplated by these terms.
  - 1.2 Each party's obligations under this clause will survive termination of these terms.
  - 1.3 The provisions of clauses 1.1.1 and 1.1.2 shall not apply to any other information which:

- 1.3.1 Is or becomes public knowledge other than by a breach of this clause;
  - 1.3.2 Is received from a third party who lawfully acquired it and which is under no obligation restricting its disclosure;
  - 1.3.3 Is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
  - 1.3.4 Is independently developed without access to the confidential information.
- 2 Privacy – Coralmead Solutions Ltd maintains a privacy policy that sets out the parties' obligations in respect of personal information. You should read that policy held on our website and it will be deemed that you have accepted that policy when you accept these terms.

### **Intellectual Property**

- 1 General – Title to and all intellectual property rights in the services, the website and software including any documentation relating to the services remain the property of Coralmead Solutions Ltd (or its licensors).
- 2 Ownership of Data – Title to, and all intellectual property rights in the Data remain your property. However, your access to the Data is contingent on full payment of the Coralmead Solutions Ltd access fees when due. You grant Coralmead Solutions Ltd a licence to use, copy, transmit, store and back-up your information and Data for the purposes of enabling you to access and use the services and for any other purpose related to provision of services to you.
- 3 Backup of Data – You must maintain copies of all Data inputted into the service or software. Coralmead Solutions Ltd adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of data. Coralmead Solutions Ltd excludes liability for any loss of data no matter how caused.
- 4 Third Party Applications and Your Data – If you enable third-party applications for use in conjunction with the services, you acknowledge that Coralmead Solutions Ltd may allow providers of those third-party applications to access your data as required. Coralmead Solutions Ltd shall not be responsible for disclosure, modification, or deletion of your data resulting from any such access by their-party application providers.

### **Warranties and Acknowledgements**

- 1 Authority – You warrant that where you have registered to use the service on behalf of another person, you have the authority to agree to these terms on behalf of that person and that agree by registering to use the service you bind the person on whose behalf you act to the performance of any obligations. By doing so you become subject to by virtue of these terms without limiting your own personal obligations under these terms.
- 2 Acknowledgement - You acknowledge that:
  - 2.1 You are authorised to use the services and the website and to access the information and Data that you input into the website, including any information or data input into the website by any person you have authorised to use the service. You are also authorised to access the processed information and the Data that is made available to you through your use of the website on behalf of or for the benefit of anyone other than yourself (whether a business or otherwise you agree that:
    - 2.1.1 You are responsible for ensuring that you have the right to do so;
    - 2.1.2 You are responsible for authorising any person who is given access to information or Data, and you agree that Coralmead Solutions Ltd has no obligation to provide

any person access to such information or Data without your authorisation and may refer to any requests for information to you to address; and

- 2.1.3 You will indemnify Coralmead Solutions Ltd against any claims or loss relating to;
  - 2.1.3.1 Coralmead Solutions Ltd refusal to provide any person access to your information or Data accordance with these terms,
  - 2.1.3.2 Coralmead Solutions Ltd making available information or Data to any person with your authorisation.

- 3 No Warranties – Coralmead Solutions Ltd gives no warranties about the services. Without limiting the foregoing, Coralmead Solutions Ltd does not warrant that the services will meet your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.
- 4 Consumer Guarantees – You warrant and represent that you are acquiring the right to access and use the services for the purposes of a business or organisation and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of services, the website or these terms.

### **Limitation of Liability**

1. To the maximum extent permitted by law, Coralmead Solutions Ltd excludes all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the service or website.
2. If you suffer loss or damage as a result of Coralmead Solutions Ltd negligence or failure to comply with these terms, any claim made by you against Coralmead Solutions Ltd arising from Coralmead Solutions Ltd negligence or failure, will be limited in respect of any one incident, or series of incidents, to the access fees paid by you in the previous 12 months.
3. If you are not satisfied with the service, your sole and exclusive remedy is to terminate these terms in accordance with clause 8.

### **Termination**

1. Trial Policy – When you first sign up for access to the services you can evaluate the services under the defined trial usage condition, with no obligations to continue to use the service. If you choose to continue using the services thereafter, you will be billed from the day you first added your billing details into the services. If you choose not to continue using the services, you may delete your organisation by contacting Coralmead Solutions Ltd to complete this.
2. Prepaid Subscriptions – Coralmead Solutions Ltd will not provide any refund for any remaining prepaid period for a prepaid access fee subscription.
3. No-fault Termination – These terms will continue for the period covered by the access fee paid or payable under clause “Payment Obligations”. At the end of each billing period these terms will automatically continue for another period of the same duration as that period, provided that you continue to pay the prescribed access fee when due, unless either party terminates

these terms by giving notice to the other party at least 30 days before the end of the relevant payment period. If you terminate these terms you shall be liable to pay all relevant access fees on a pro-rata basis for each day of the current period up to and including the day of termination of these terms.

#### 4. Breach –

- 4.1 If you breach of any of these terms (including, without limitation, by non-payment of any access fees) and do not remedy within 14 days after receiving notice of the breach, if the breach is capable of being remedied;
- 4.2 If you breach of any of these terms and the breach is not capable of being remedied (which includes without limitation) any breach of clause 3.4 or any payment of access fees that are more than 30 days overdue; or
- 4.3 If you or your business become insolvent or your business goes into liquidation or has a receiver or manager appointed of any of its assets or if you become insolvent or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction.

Coralmead Solutions Ltd may take any or all of the following actions, at its sole discretion:

- 4.4 Terminate this agreement and your use of services and the website;
- 4.5 Suspend for any definite or indefinite period of time, your use of the services and the website;
- 4.6 Suspend or terminate access to all or any Data
- 4.7 Take either of the actions in sub-clauses of this clause 8 in respect of any or all other persons whom you have authorised to have access to your information.

For the avoidance of doubt, if payment of any invoice for access fees due in relation to any of your billing contacts, billing plans or any of your organisations (as defined at clause 3) is not made in full by the relevant due date, Coralmead Solutions Ltd may: suspend or terminate your use of the service, the authority for all or any of your organisations to use this service , or your rights of access to all or any of the Data.

#### 5. Termination Rights

Termination of these terms is without prejudice to any rights and obligations of the parties concerned up to and including the date of termination. ON termination of this agreement you will:

1. Remain liable for any accrued charges and amounts that become due for payment before or after termination;
2. Immediately cease to use the services and the website.

#### 6. General

These terms together with the Coralmead Solutions Ltd privacy policy and terms of any other notices or instructions given under these terms of use, supersede any prior agreements and understandings and constitute the entire agreement between you and Coralmead Solutions Ltd relating to the services and other matters dealt with in these terms.

Neither party will be liable for any delay or failure in performance of its obligations under these terms if the delay or failure is due to any cause outside of its reasonable control. This clause does not apply to any obligation to pay money.

You may not assign or transfer any rights to any other person without Coralmead Solutions Ltd prior written permission.

#### 7. Notices

Any notice given under these terms by either party to the other must be in writing and will be deemed to have been given on acceptance. Notices to Coralmead Solutions Ltd should be sent to [ali@coralmeadsolutions.co.uk](mailto:ali@coralmeadsolutions.co.uk) or to any other email address notified to you by Coralmead Solutions Ltd. Notices to you will be sent to the email address which you provided when setting up your access to the service.

#### 8. Rights of Third Parties

A person who is not a party to these terms has no right to benefit under or to enforce any term of these terms.