



Software as a Service Terms

SOFTWARE AS A SERVICE TERMS

INTRODUCTION

You wish to take and we wish to grant you the right to use the Service, in accordance with the terms of this document, in the course of your business.

1 DEFINITIONS

In this document, unless the context otherwise requires the following words and expressions have the following meanings:

General Terms	our General Terms of Business found at http://www.smarterpay.com/legal a copy of which has been made available to you before the date and signature of this Contract;
Service	the software as a service stated in the Order Form;
Service Availability	means the percentage of a calendar month that the Service is available for access by you, excluding Scheduled Maintenance and unavailability due to force majeure events;
Service Credit	means the percentage of the monthly fees (or equivalent monthly fees) for the Service credited to you following our approval of your claim;
Scheduled Maintenance	means maintenance and updates to the Service performed every Sunday between 2pm and 5pm local time in the United Kingdom to keep the Service running optimally. The Service may be impaired or unavailable during this period. We reserve the right to schedule additional Scheduled Maintenance on an emergency basis with 12 hours' notice;

2 GENERAL TERMS

2.1 The General Terms apply and are incorporated into this Contract and this document as if they were set out in full in it but if, and to the extent that, there is conflict or inconsistency between the terms of this document and those of the General Terms, the terms of this document shall prevail. The rules on interpretation set out in the General Terms apply to this Contract and this document.

2.2 The General Terms contain provisions to limit liability and your attention is drawn particularly to those provisions.

3 GRANT OF RIGHTS

3.1 We grant you a non-exclusive, non-assignable, revocable right to use the Service for the purposes of your own 3.2 business only.

3.2 You may not use the Service for any purposes other than that stated above and you may not use the Service for or on behalf of any other person.

3.3 The term of the right shall be the term stated in the Order Form with subsequent renewals for the renewal term stated in the Order Form subject to payment of the relevant fees.

4 YOUR OBLIGATIONS

4.1 You will:

a) report promptly to us, via the service helpdesk, any faults or errors in the operation of the Service suspected by you;

b) be responsible for ensuring, so far as possible, the availability of data previously input to the Service by you as required to correct any processing errors;

c) be responsible for the provision of and the correctness and validity of data input to the Service by you;

d) be responsible for any software not provided by us that is used to communicate with the Service.

4.2 You will not during the course of accessing and using the Service access, store, distribute or transmit any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes

unlawful violence; is discriminatory based on any grounds on which it is unlawful to discriminate; or causes damage or injury to any person or property.

- 4.3 You are responsible for ensuring that your use (and any use by any other permitted persons) of the Service complies with all relevant laws, regulations and conventions including those relating to data privacy, data protection, international communications and export of technical or personal data. You are also responsible for securing any necessary governmental, regulatory or statutory approvals for your use of the Service.

5 WARRANTIES

- 5.1 We warrant that, during the term of the Contract, the Service will:

a) substantially conform to the Documentation (the "Operational Warranty"); and

b) be available twenty-four hours a day, seven days a week except for Scheduled Maintenance and factors beyond our reasonable control (the "Availability Warranty").

- 5.2 Your sole and exclusive remedy and our sole obligation for any breach of the Operational Warranty or Availability Warranty shall be for us to provide a fix or reasonably acceptable workaround for the Service and for us to provide Service Credits.

- 5.3 THE SERVICE IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF ANY AIRCRAFT, AIR TRAFFIC, AIRCRAFT NAVIGATION, AIRCRAFT COMMUNICATIONS, NUCLEAR FACILITIES, DIRECT OR INDIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS. WE AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. YOU WARRANT THAT YOU WILL NOT USE THE SERVICE FOR SUCH PURPOSES.

6 SERVICE AVAILABILITY AND SERVICE CREDITS

- 6.1 We shall where possible give you at least 5 days' notice of our intention to install updates to the Service, except for updates that are scheduled within the Scheduled Maintenance window.

- 6.2 If in any calendar month the Service Availability is less than 99.95%, we shall provide, as the sole and exclusive remedy, a Service Credit to you in accordance with one of the following:

a) less than 99.95% Service Availability – a 10% Service Credit;

b) less than 99% Service Availability – a 25% Service Credit.

- 6.3 Service Credits are your sole and exclusive remedy for any performance or availability issues relating to the Service. You may not offset any fees due for any performance or availability issues.

- 6.4 The Service Credits awarded in any month for the Service will not, under any circumstance, exceed your monthly (or monthly equivalent) service fees.

- 6.5 In order to receive a Service Credit, you must make a claim for a Service Credit by filing a claim with our helpdesk. Each claim must include the dates and times of the unavailability, a description of the perceived problem, and must be received by us within 5 business days following the period of unavailability.



SmarterPay Ltd
Utility House, Prospect Street, Hull, HU2 8PX
Company Registration Number: 07333064
VAT Number: GB 995 9119 56
www.smarterpay.com