

General Terms

Scope

These General Terms of Service ("Terms") will be applied to a contract ("Contract") between MobiBiz Ltd ("EMT"), a UK private limited company with Companies House Company number 7340806, having its registered address at 107 Maurer Court, London SE10 0SZ, UK, and a customer ("Customer") to whom EMT provides cloud-based infrastructure and software services for the Customer's commercial purposes ("Services"). The parties expressly acknowledge that the Services are neither intended nor fit for use by consumers.

Contract Documents

The Contract is comprised of Scope of Works, the service level agreement ("SLA"), the acceptable use policy ("AUP") and these Terms. In connection with the purchasing procedure, a service account will be created for the Customer.

Provision of Services

EMT shall provide the Customer with the Services, which are specified in the Scope of Works. If the provided Services differ from the specifications, EMT shall correct the Services promptly after the notification by the Customer.

Service Levels

EMT shall offer compensation to the Customer for all unscheduled interruptions in the provision of the Services according to the terms of the SLA.

Support

EMT shall provide the Customer's administrative users with technical support on the Services through phone, e-mail, and ticketing system. Contact details and service hours are provided on EMT's website.



Access to Service Account

The Customer will be responsible for activities that occur under the Customer's service account, including actions taken by the Customer's employees and other representatives as well as their compliance with user instructions and the AUP. The Customer must promptly notify EMT if the Customer suspects that an unauthorised third party is using, or may have access to, the Services or the Customer's service account.

Third Party Software

The Customer must comply with third party software license terms if the use of such software is offered by EMT for the provision of the Services, or if such software is obtained and uploaded in the Services by the Customer. Certain third party software cannot be uploaded by the Customer but must always be offered by EMT.

External Back-Up Copies

The Customer is responsible for appropriate back-up of its content, which is stored in the Services, outside EMT's network.

Changes to Services

EMT is entitled to develop its services and business offerings. In case of a change in the Services, EMT will notify the Customer in advance. If EMT considers that a change will have a material effect in the Services, EMT will notify the Customer at least 30 days before the change will be effected and reserve the Customer a possibility to terminate the Contract.

Prices

The prices of the Services are specified in the Scope of Works. Applicable value added tax will be added to the prices unless the prices are specified VAT inclusive.

Payment Terms

EMT will make Invoices available on the Customer's service account. The Customer will settle remuneration with EMT in relation to the applicable price list at the time of the accepted order confirmation between the Parties unless the diverging conditions have been accepted in writing, by both Parties. The Customer must make payment within 30 days after the due date on the invoice. If the Customer fails to pay an overdue invoice within 14 days after receiving a written demand for payment from the Supplier, the



Supplier is, entitled to (i) discontinue the sales of services which relates to the missing payment, (ii) discontinue the sales of services which have not yet been delivered to the customer or require prepayment thereof or (iii) perform other remedies.

Privacy and Personal Data Protection

EMT will comply with applicable privacy and personal data legislation. The description of personal data file can be found on in "Privacy Policy" on EMT's website.

Confidentiality

Each party shall keep the other Party's confidential information as strictly confidential, shall not disclose it to any third party, and shall not use it for any unauthorised purposes. These obligations of confidentiality shall survive the termination of the Contract.

Intellectual Property Rights

All intellectual property rights to the content uploaded into the Service by or on behalf of the Customer will remain the exclusive property of the Customer or its licensors. All intellectual property rights relating to the provision of the Services, including suggestions for improvements made by the Customer, will remain the exclusive property of EMT or its licensors.

Limited Warranty

EMT will offer service level compensations to the Customer according to the SLA. In all other respects the Services are provided on "as-is" and "as-available" basis, and EMT will not give the Customer any warranty or guarantee , express or implied, for the Services, including but without limitation to warranties of merchantability, fitness for any particular purpose, performance, or non-infringement. The parties expressly note that the Services are not designed to be error-free or uninterrupted and therefore they are neither intended nor fit for purposes that require fail-safe performance.

Limited Liability

EMT will be liable for direct damage which EMT has caused to the Customer up to the total amount paid by the Customer for the Services during a period of 6 months preceding the damaging event. EMT will not be liable for indirect damage or loss of profits. These limitations will not apply to damage caused by wilful misconduct or gross negligence. In order to be valid and enforceable, all claims for damages must be made within 30 days from the date the damage was or should reasonably have been noticed by the Customer.



Temporary Suspension

If the Customer has breached the provisions of the Contract or EMT has justifiable reasons to believe such a breach exists, EMT may temporarily suspend the provision of the Services.

Entire Agreement and Amendments

The Contract constitutes the entire agreement and supersedes all previous commitments between the parties in respect of the provision of the Services. All amendments to the Contract must be made in writing. EMT may modify these Terms and other contract documents by notifying the Customer in writing, such as by e-mail or by posting a revised document version on EMT's website. If EMT considers that a revision will have a material effect on the Contract, EMT will notify the Customer at least 30 days before the revision will be effected and reserve the Customer a possibility to terminate the Contract.

Non-Waiver

A failure by either party to enforce any provision of the Contract will not be deemed to constitute a present or future waiver of such provision. All waivers must be made in writing.

Force Majeure

Force Majeure is an event that prevents, or makes unduly difficult, the performance of the Services or the fulfilment of the provisions of the Contract, such as war, rebellion, natural catastrophe, general interruption in energy distribution or telecommunications, fire, strike, embargo, or another equally significant and unforeseen event independent of the parties. Each party shall be entitled to suspend its duties without liability thereof in case of Force Majeure affecting the party either directly or through its subcontractor.

Severability

Should any provision of the Contract be declared unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract will remain in full force and effect to the fullest extent permitted by law. The parties shall attempt through negotiation in good faith to replace the unenforceable provision with such provisions that correspond as closely as possible to the original intention of the parties.

Governing Law and Arbitration



The Contract will be governed by the substantive laws of UK, with the exception of any conflict of law principles.

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