



TERMS AND CONDITIONS OF SERVICE

Version 4 Effective From 07/09/2017

- 1 Our Responsibilities** TriggerAppy will provide the software as set out in our invoice(s) to you. In any instance where you require a further solution we commit to work with you to review this requirement and to ascertain if we can deliver this service for you, and to agree the price we would charge you for that same service. We commit to use reasonable endeavours to support and maintain the software provided, however on occasion where we may be working with third parties (e.g. other software the service is connecting to) their action(s)/inaction(s) may make delivery of our services more difficult or in rare circumstances impossible to complete to a satisfactory standard. We cannot guarantee our services in these instances. In rare instances, due to unforeseen issues, technical errors or other factors, we may be unable to complete a project as agreed upfront. Refunds will not be given under these circumstances.
- 2 Your Responsibilities** Where the assistance of your own personnel or resources may be required to enable the release of the software, or the integration of the software into your architecture, you commit to provide sufficient and timely support to facilitate this process. We accept no responsibility or liability for loss as a result of this not being adequately provided for. You also agree to use the software solely for the commercial reasons for which it was developed. It is also your responsibility to ensure that you fully understand the service(s) you are purchasing as set out in our invoice(s) and any other related correspondence. If you have misunderstood the service being purchased, this will not be grounds to later request a refund.
- 3 Work In Progress (WIP)** Once we have received payment for agreed work on your behalf you may not apply for, nor request a refund, financial or otherwise, for whatever conceivable reason you may provide. Where your requirements change whilst a project is still WIP, or due to the action(s)/inaction(s) or third parties, this may require additional payments from you to complete the project, and you accept this risk. We commit to keeping any additional payments required in these circumstances reasonable, but these payments are not open to debate. Failure to pay any required additional payments will not be acceptable grounds for requesting any refund of the original amount(s) paid.
- 4 Ownership** TriggerAppy shall retain the ownership and rights to all of the code and IP within all versions of the software which is provided on a Software as a Service (SaaS) basis.
- 5 Confidentiality & Conflicts** We agree never to share information relating to your business with any third party without your prior consent, unless required to do so by law or to comply with regulations or quality control reviews. Likewise, you agree not to use or copy or allow the use of the output of the services we provide to any third party without our prior permission. You recognise that we may have to stop providing services to you in the event that a conflict arises between our duties to you and to another client. You will notify us if you have any reason to believe that such a conflict has arisen or may arise. We may communicate with you electronically and you accept the risks associated with such communications, except anything arising through our negligence or wilful default.
- 6 Charges** We reserve the right to vary any or all of our charges. Any change will be communicated to you in advance. Any changes will have immediate effect unless otherwise stipulated.
- 7 Late Payment & Expenses** Statutory Interest (@ Bank of England rate plus 8%, of the outstanding amount), Debt Recovery (both as set by late payment legislation) and Administration (@ 10% of the outstanding amount) charges will be applied to any amounts which remain unpaid 30 calendar days after the due date. Where payment has not been received we reserve the right to withhold services, and have the right to cease any new work, and to terminate the service permanently if payments are unduly delayed. Any additional expenses incurred whilst working on your behalf will be agreed with you in advance, and will be charged to you as a one off invoice in each instance.



8 Liability & Rights We accept no liability for loss or damage as a result of any acts or omissions that you may suffer as a result of your use or misuse of the software provided to you. No rights or obligations exist or are extended to any third parties as part of this agreement.

9 Termination There is no specified length of contract for software setup. For SaaS elements, such as ongoing software hosting, support and maintenance there is a minimum term of 12 months from the first payment received date. TriggerAppy may terminate this agreement with immediate effect if any of the terms of this agreement are broken. Either party may end the agreement by issuing 30 calendar days' notice to the other.

10 Assignment This Agreement is personal to you and may not be assigned to anyone else. TriggerAppy may at any time assign or novate this agreement to any third party.

11 Variation We reserve the right to make reasonable changes to these T&Cs from time to time. Changes may also be required due to changes in Law.