

Venpos Cloud Terms & Conditions

Date of last revision: **26th April 2023**



THESE TERMS AND CONDITIONS APPLY TO YOUR USE OF OUR VENPOS CLOUD SOLUTION AND ANY EQUIPMENT OR SERVICES PURCHASED FROM US SO PLEASE TAKE THE TIME TO READ THEM.

1. Introduction

- 1.1 We are Vennersys Limited, a company registered in England (company number 04616266). Our business is based in England and our registered office is Pinder House, 249 Upper Third Street, Milton Keynes, MK9 1DS. Our VAT registration number is 358526526.
- 1.2 We are a leading provider of integrated ticketing, retail and online visitor management software for a wide range of visitor attractions and events businesses. Our website at vennersys.co.uk and venpos.net (Website) is provided for the benefit of customers interested in, or subscribed to use, our Venpos Cloud solution (System).
- 1.3 As well as providing the System, we also:
 - (a) supply electronic point of sale (EPOS) equipment for use with the System (Equipment) - see paragraphs 7 to 9 below for further details; and
 - (b) offer a range of optional support services (Services), including our Managed Support Service (see paragraphs 4.1 to 4.4 below) and Ad Hoc Services (see paragraphs 7 to 9).
- 1.4 These terms and conditions set out our

commitment to you and your commitment to us in respect of your use of the System and any Services and/or Equipment that we may provide to you as part of your subscription. If you wish to use the System and receive any Services and/or Equipment from us then we require you to accept these terms and conditions.

THE SYSTEM AND SUBSCRIPTION PROCESS

2. The System

- 2.1 The System is an online solution for visitor attractions and events businesses that comprises a number of integrated tools and features, including:
 - (a) an e-commerce platform for processing and managing ticketing and other retail sales transactions; and
 - (b) a suite of optional modules for managing memberships, events bookings, gift aid donations, table ordering, animal adoptions, travel transactions, customer relationships, e-marketing campaigns and stock inventory (Optional Modules).
- 2.2 Further details of the System's tools and features may be found on the Website and are available upon request from our customer support team. Please note that not all tools and features are supplied as part of our standard System offering and that additional charges apply for any Optional Modules that you may request from us.

3. Subscription Process

- 3.1 In order to use the System for your business you must first contact our customer support team to discuss your individual requirements and request a bespoke written quote from us for your subscription to the System (including any Optional Modules) and any Services and/or Equipment that you would like us to provide to you as part of your subscription (Quote).
- 3.2 Once our customer support team have discussed your individual requirements with you, they will issue you with the Quote. The Quote may be made up of more than one document – for example, if you have requested Services from us then there may be a separate document or schedule setting out more details about those Services.
- 3.3 Each Quote is valid for 30 days from the date set out in the Quote. During that time, you may submit an order to us for the System, Services and/or Equipment set out in the Quote (Order) by signing and returning a copy of the Quote to us or by otherwise indicating your acceptance of the Quote. If the Quote is made up of more than one document, please ensure that you return and sign all documents where indicated.
- 3.4 By submitting the Order, you confirm that:
 - (a) you accept and agree to be bound by these terms and conditions and acknowledge that you may not subscribe to or use the System, the Services or the Equipment if you do not accept these terms and conditions;
 - (b) you represent and warrant to us that: (i) you are subscribing to use the System and any Services and/or Equipment that you purchase from us in the course of your business; and (ii) all of the information that you have provided as part of the subscription process is complete, accurate and up to date; and
 - (c) the person that completes the subscription process on your behalf represents and warrants to us that he/she: (i) is authorised to act for you for the purposes of entering into a

legally-binding contract with us; and (ii) has the capacity to understand and accept these terms and conditions on your behalf.

- 3.5 Where we accept the Order, we will send you written confirmation (which may be by email) of your subscription to the System along with any Services and/or Equipment that we have agreed to provide to you as part of your subscription (Subscription Confirmation). A contract is formed between you and us for the provision of the System, along with any Services and/or Equipment that we have agreed to provide to you, at the time that we send you a Subscription Confirmation.
- 3.6 Your subscription to the System shall start on the date that we send you the Subscription Confirmation and, unless terminated in accordance with paragraph 24, shall continue for the term set out in the Quote (Initial Term). At the end of the Initial Term, your subscription to the System will automatically renew for further successive periods of 12 months each (each such period a Renewal Term) until terminated in accordance with paragraph 24.
- 3.7 Please note that your access to the System will not be activated, and we will not be obliged to provide you with any Services and/or Equipment until you have satisfied your payment obligations in paragraphs 10 and 11.

4. Managed Support Service

- 4.1 You may choose to add our managed support service to your subscription (Managed Support Service). The Managed Support Service may be added to your subscription during the initial subscription process outlined above (in which case, it will be set out in the Quote) or at any time after your subscription has commenced in accordance with paragraphs 6.1 to 6.4.
- 4.2 The Managed Support Service is designed to enable you to make full use of the System by providing on-demand technical support and assistance with troubleshooting. It is accessed remotely by logging a support request with a dedicated technical support team who will work with you to resolve your query or issue.

- 4.3 Three alternative packages are available for the Managed Support Service depending on your individual requirements and the amount of support you are likely to need during the course of each month – we offer a bronze service (up to 3 hours of support), a silver service (up to 6 hours of support) or a gold service (up to 12 hours of support). The different packages available will be explained to you by our customer support team.
- 4.4 The Managed Support Service is intended to be a flexible support arrangement by allowing you to carry over some of your unused hours during the course of a month into the next month. Further details about this are available on request. However, should you need any additional support hours during the course of a month then these additional hours may be purchased from us as an Ad Hoc Service (see paragraph 7 below) and you will be charged for them at our standard rates

5. Your accounts

- 5.1 Once you have completed the subscription process, we will activate an online master account for you on the Website (Master Account). You may use your Master Account to manage your subscription and use the System. You may also use your Master Account to set up individual user accounts with different permissions for your personnel (User Accounts).
- 5.2 We will provide you with a username and password for your Master Account and each User Account. You must keep usernames and passwords secure at all times and ensure that they are not disclosed to any person other than those persons authorised by you to access your Master Account and each User Account for the purpose of managing your subscription and using the System. Passwords may be changed at any time by using the password change facility on the Website.
- 5.3 You are responsible for all consequences arising from the use or misuse of (i) usernames and passwords; and (ii) your

Master Account and each User Account. In particular, you acknowledge and understand that instructions and actions transmitted to us via your Master Account or any User Account will be deemed to have originated from you.

- 5.4 You must inform us immediately if you become aware or suspect that the username and/or password for your Master Account or any User Account is known by any unauthorised person so that we can take appropriate action to prevent the misuse of such information.

6. Changing your subscription

- 6.1 You may upgrade your subscription to the System and switch to a more expensive subscription option (e.g. by adding the Managed Support Service or any Optional Modules) at any time by contacting our customer support team.
- 6.2 If you choose to upgrade your subscription during the Initial Term or a Renewal Term, we will charge you any additional fees applicable to your upgraded subscription, pro-rated according to the number of days remaining until the end of the Initial Term or the Renewal Term (as applicable). If you choose to upgrade your subscription at the beginning of a Renewal Term, we will charge you for the additional fees applicable to your upgraded subscription for the duration of the Renewal Term.
- 6.3 You may downgrade your subscription (e.g. by removing the Managed Support Service or any Optional Modules) by contacting our customer support team. If you choose to downgrade your subscription, your downgrade will only take effect when your subscription is renewed (i.e. at the beginning of the next Renewal Term). You will need to continue paying for your original subscription until then and you will not be entitled to any refund of the fees that you may have already paid to us.
- 6.4 Where you choose to upgrade or downgrade your subscription, we will send you

confirmation of the upgrade or downgrade along with details of the features that will apply to your upgraded or downgraded subscription.

EQUIPMENT AND AD HOC SERVICES

7. Ordering Equipment and Ad Hoc Services

- 7.1 You may order electronic point of sale (EPOS) equipment to use with the System (Equipment) and/or ad hoc support services (Ad Hoc Services) from us as part of the initial subscription process set out in paragraph 3 or any time after your subscription has commenced by contacting our customer support team for further details of the Equipment and/or Ad Hoc Services that we can provide to you and the applicable fees that are payable.
- 7.2 In relation to any Equipment and/or Ad Hoc Services requested after your subscription to the System has commenced, our customer support team will provide you with a written quote for such Equipment and/or Ad Hoc Services and provide you with details on how you may submit an order. If we accept an order for any Equipment and/or Ad Hoc Services, we will send you confirmation in writing (which may be by email) (Order Confirmation). We are not bound to provide any Equipment and/or Ad Hoc Services to you unless we send you an Order Confirmation and you have satisfied your payment obligations in paragraph 11.
- 7.3 Further details of the Equipment and Ad Hoc Services that we currently offer to our customers are set out below along with specific terms that apply to them. Please note that we only provide Equipment and Ad Hoc Services to you where you have an active subscription to the System and we will not provide these to you on a standalone basis.

8. Equipment and Installation Services

- 8.1 If you wish to use the System for off-line ticket and retail sales (such as face-to-face sales at your venues) then you will need to purchase

Equipment from us (which comes pre-installed with our EPOS software) to connect to the System and enable us to support those offline sales using the System.

We offer for sale a range of Equipment for use in connection with the System. We may also be able to install the Equipment at your site in certain circumstances.

- 8.2 Where we have agreed to provide you with Equipment, we will contact you with an estimated delivery or installation date and will keep you informed of any anticipated changes to the delivery or installation date. We do not guarantee that the Equipment will be delivered or installed on any particular day.
- 8.3 You are responsible for the Equipment from the time that it is delivered to the delivery address you gave us when you placed your order. This includes situations where we are installing the Equipment.
- 8.4 You own the Equipment once we have received payment in full for the Equipment and any applicable delivery and/or installation charges. Unless we have agreed otherwise and except in relation to our pre-installed EPOS software (see paragraph 8.6 below), you are responsible for supporting and maintaining the Equipment from the point that it is delivered to you. We recommend that you check and download any operating system updates on a monthly basis, install appropriate antivirus software and otherwise ensure that the Equipment and any other software that you may use with it is maintained and used in accordance with good industry standards, including the Payment Card Industry Data Security Standard (PCI DSS).
- 8.5 We are not the manufacturer of the Equipment and, to the extent permitted by applicable law, we sell the Equipment to you "as is" and we do not accept any liability in relation to the Equipment or provide any advice or guarantees about whether the Equipment is

compatible or will work with any third party products. Some of the Equipment we sell to you comes with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Equipment.

- 8.6 You may only use our EPOS software installed on the Equipment in connection with your use of the System and for the duration of, and in accordance with the terms of, your subscription. You may not use the EPOS software for any other purpose. In particular, you must not attempt to copy, modify, decompile or transmit the EPOS software in any form or by any means. We may from time to time during your subscription provide you with any necessary updates to our EPOS software.
- 8.7 Please note that in order to use the Equipment in connection with the System, you may be required to upgrade your subscription to include Optional Modules and you may find it necessary to take on our Managed Support Service as part of your subscription or request additional Ad Hoc Services from us to support your use of the Equipment (for example, if you require our assistance to install updates to the EPOS software).

9. Training and Consultancy Services

We may also offer training on how to use the System and other consultancy services to you from time to time. Further details of the training and consultancy services that we offer are available on request.

FEES AND PAYMENT

10. Fees for the System and Managed Support Service

- 10.1 We charge an annual subscription fee for the System (Annual Subscription Fee). The fee payable by you is dependent on the type of subscription that you have chosen, including any Optional Modules that you may have selected. We also charge a transaction fee for each transaction carried out using

the System (Transaction Fee). Details of the Annual Subscription Fee and Transaction Fee will be provided to you as part of the initial subscription process.

- 10.2 For the Initial Term and each Renewal Period, the Annual Subscription Fee is payable in advance either (i) in full before the start of the Initial Term or Renewal Term; or (ii) in monthly instalments via Direct Debit during the Initial Term or Renewal Term. We will advise you of the payment options available to you as part of the initial subscription process. All Transaction Fees are invoiced and payable monthly in arrears via Direct Debit.
- 10.3 Where you have opted to receive the Managed Support Service as part of your subscription, you will also have to pay an annual managed support fee (Managed Support Fee). The Managed Support Fee payable by you is dependent on whether you have chosen the bronze, silver or gold package and is payable in quarterly instalments in advance via Direct Debit.
- 10.4 We may from time to time change any of our fees. Any changes will only apply to you if your subscription is renewed at the end of the Initial Term or a Renewal Term or when you upgrade your subscription. We will advise you of any changes (i) at least 90 days before the change takes effect, or (ii) at the time that you upgrade your subscription.

11. Fees for Equipment and Ad Hoc Services

- 11.1 We will normally invoice you for Equipment and Ad Hoc Services you order at the time that your order is confirmed. We may also invoice you for any reasonable costs and expenses that we incur in the course of delivering the Ad Hoc Services to you (e.g. travel costs) and our reasonable delivery charges for delivering the Equipment to you. You shall pay the amounts set out in the invoice within 30 days of the date of the invoice.
- 11.2 We are under no obligation to provide you with any Equipment or Ad Hoc Services until

paid in full. However, there may be occasions in relation to Ad Hoc Services where we agree to accept a deposit from you and start the work prior to receiving full payment from you. This deposit is non-refundable and, should you subsequently cancel the Ad Hoc Services where we have already started the work, we reserve the right to raise an invoice for the work carried out to date (calculated on a time and materials basis using our standard rates) and you shall pay the amount set out in the invoice within 30 days of the date of the invoice.

12. Value Added Tax

12.1 All fees and any other payments payable under or in connection with these terms and conditions are, unless stated otherwise, exclusive of VAT and are subject to the addition of VAT (if applicable) at the appropriate rate.

13. Non-payment

13.1 If any of our fees are not paid by you by the date payment is due, we reserve the right (without prejudice to any other rights that we may have at law and/or under these terms and conditions) to:

- (a) suspend the provision of the System, the Services and the delivery of any Equipment that has been ordered by you from the due date until the date that all outstanding fees are paid in full; and
- (b) charge interest on the unpaid sum at an annual rate of 4 per cent above the base-lending rate of Barclays Bank plc from time to time in England which interest shall accrue on a daily basis from the due date to the date of payment of the outstanding amount in full.

14. Third Party Finance

14.1. We may, from time to time, provide you with details of finance providers (for example, for the purposes of purchasing Equipment from us). This may include finance providers that we are affiliated with or are part of our group.

14.2. It is your responsibility to ensure that you select the right finance arrangements for your business and your payment obligations to

us are unaffected by any arrangements that you may enter into with third party finance providers.

USING THE SYSTEM

15. Access via the internet

15.1 The System is accessed via the internet. You are responsible for providing suitable computers or mobile devices to access and use the System and for any telecommunications costs you incur in connection with your use. Please note that the quality of your computers or mobile devices and the quality of your connection will affect your use of the System (for example, the System may seem slow if you have a poor connection) and we accept no responsibility for any issues caused by the quality of your computers, mobile devices, network or internet connection.

15.2 We recommend that any Equipment you use with the System is placed on a separate physical network from any Wi-Fi or shared networks and you should have an independent internet connection in place for the Equipment.

15.3 You should also check that your computers and mobile devices have suitable protection, such as virus protection. We are not responsible for any computer virus or other malicious software that affects your computers, equipment, mobile devices or data as a result of your use of the System.

16. Your obligations

Details of the things you need to do in order to be able to use the System and for us to be able to provide the System to you properly are set out in these terms and conditions and you must comply with any such requirements at all times. In particular, it is important that you: (i) open any emails that we send to you as we will

occasionally send updates and release notes which contain important information and/ or require you to action something; and (ii) regularly check and download copies of your data from the System.

17. Your use of the System

17.1 You may only use the System for the purpose of administering and managing your business. You must not (i) resell or otherwise provide the System to any other person; (ii) interfere with the System or attempt to gain access to any part of the System or other related systems or networks to which access is restricted; (iii) attempt to copy, modify or reverse engineer any part of the System; or (iv) access or use the System (or permit any other person to access or use the System) for the purpose of monitoring the availability, performance or functionality of the System or for any other benchmarking or competitive purposes.

17.2 We do not allow any illegal activities to take place using the System. You agree to use the System for lawful purposes only and in a manner which is consistent with any and all applicable laws and regulations in the country in which you access the System.

17.3 You must not use the System to send unsolicited or unauthorised advertising, such as “junk mail”, “spam”, “chain letters” or “pyramid schemes”, and you agree not to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the System.

17.4 You may not use the System to store, publish, post, disseminate or distribute: (i) any inaccurate, misleading, defamatory, obscene, pornographic, abusive, offensive or unlawful material; (ii) any material that is in breach of any intellectual property or other rights of a third party; or (iii) software that could or is designed to harm people’s electronic devices, software or websites.

18. Information

18.1 Although we take pride in the Website and aim to keep it up to date, please note that information we post may, at times, be incomplete, out of date or inaccurate. If you wish to rely on any information we post then we recommend that first you confirm with us that the information you wish to rely on is correct. If there is any conflict between the information found on the Website, other information that we provide to you about the System from time to time and these terms and conditions then these terms and conditions shall prevail. The content of the Website is subject to change at any time.

18.2 We rely on the information you provide to us, particularly the information you give us as part of the subscription process and through your Master Account. It is your responsibility to keep us informed of any changes to this information and to ensure that it is accurate and kept up to date. Details of how to do this can be found in your Master Account.

19. Content

You may not distribute, disseminate, show in public or create any derivative works of any materials that are not yours that you find on, or copy or download from, the System.

20. Links

20.1 Where we provide hypertext links to third party websites or contacts we do so for information purposes only. We are not responsible for any products, services or materials found on linked third party websites. You use such links entirely at your own risk and we accept no responsibility for the content or use of such websites or for the information contained on such websites (including any website through which you may have gained access to the Website).

20.2 Instructions on how to link or frame the System for your online ticket and other sales are set out on the Website and are also available on request from our customer support team. You may not otherwise link

to or frame the System without our written permission.

21. Availability

Our aim is to make the System available for use at all times, but we cannot, and do not, guarantee availability either generally or at any particular time. There will be times when the System is unavailable to you. Such unavailability may be planned (for example, where we are carrying out planned maintenance or upgrades) or unplanned (for example, where there is a hardware or software failure). You acknowledge and understand that you will not be able to use the System when it is unavailable. We will try to keep unavailability to a minimum, but we accept no liability for any loss or damage you may suffer as a result of the System being unavailable. We reserve the right to add to or change the System at any time without notice or explanation and without incurring any liability to you.

22. Third Party Products

22.1 Other than the Equipment provided by us, we do not guarantee that the System is compatible with any other equipment, hardware or software (Third Party Products).

22.2 We do not accept any liability for any failures or problems caused by you using the System with Third Party Products and it is your responsibility to ensure that any Third Party Products you use do not interfere with the functionality of the System. Should you subscribe to the System and subsequently discover that it is not suitable for your particular needs because it does not function with your Third Party Products, you will remain liable for the fees payable to us for your chosen subscription in accordance with these terms and conditions.

22.3 Where you use the System with Third Party Products and this causes you problems or issues which means you require our support, such support may be offered as an Ad Hoc

Service for which you will be charged at our standard rates.

DATA PROTECTION

23. Data processing

23.1 During the course of your subscription, we will collect and process (including storing) personal data on your behalf, as your data processor. The personal data we process will be the personal data of your customers, employees and contractors and will consist of their name, address, email address, telephone number and payment details together with other types of personal data that you provide to us. We shall process personal data as your data processor for the duration of your subscription to the System for the purposes of providing you with the System and any Services or Equipment you order from us from time to time.

23.2 Where we process personal data on your behalf:

- (a) subject to paragraph 22.2(b), we shall do so only: (i) as part of the provision of the System to you or performance of our other obligations under these terms and conditions (e.g. to provide you with Services and/or Equipment); and (ii) in accordance with any additional written instructions you give to us from time to time;
- (b) we may process the personal data to the extent necessary to comply with any law to which we are subject. Where we do this and it is contrary to your written instructions as described in paragraph 21.2(a), we will inform you of our legal requirement to process the personal data before processing the personal data (unless prohibited from doing so by applicable law);
- (c) we shall immediately inform you if, in our opinion, an instruction from you infringes any applicable data protection laws;
- (d) we shall ensure that all persons authorised by

us to process the personal data on your behalf are under an appropriate contractual or other legal obligation of confidentiality in respect of the personal data;

- (e) taking into account the nature of the processing, we shall implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data;
- (f) taking into account the nature of the processing activities we undertake for you and the information available to us, we shall assist you, in respect of the personal data we process on your behalf, in complying with your obligations at law as a controller in relation to ensuring an appropriate level of security, notifying and communicating personal data breaches, conducting data protection impact assessments and responding to requests from data subjects to exercise their legal rights in relation to their personal data;
- (g) we shall, at your option and to the extent technically possible, delete or return to you all the personal data on termination of your subscription to the System and delete any other existing copies of the personal data we hold except to the extent that we are required to retain such copies by applicable law; and
- (h) we shall, upon reasonable notice, make available to you all information necessary to demonstrate our compliance with the obligations imposed on us in paragraphs 21.1 to 21.3 of these terms and conditions and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you.

23.3. During the course of your subscription, you agree that we may:

- (a) engage third party processors to process personal data on your behalf. A list of the current processors we use can be found

[here](#). Where we engage an additional or replacement third party processor to process personal data on your behalf we will notify you of the change before the processing starts. If you object to our use of any third party processor then we may terminate your subscription to the System by giving you at least 7 days' notice of such termination by e-mail or post. We will enter into a contract with each third party processor that we use to process personal data on your behalf that imposes on the processor obligations that are the same as, or more onerous than, the obligations imposed on us in paragraphs 23.1 to 23.3. We will remain liable to you, in accordance with these terms and conditions, for the performance of our third party processors; and

- (b) transfer personal data outside of the United Kingdom and disclose the personal data to selected parties located outside of the United Kingdom (including, for example, other firms in our network, regulatory bodies and the third party processors) for the purposes of providing you with the System and any Services or Equipment you order from us from time to time. Where we do this, we will take such actions and enter into such written agreement as may be necessary to help ensure that such transfers and disclosures comply with all applicable data protection laws.

23.4. You shall comply with your obligations as a controller under applicable data protection laws and you shall ensure that we may lawfully, fairly and transparently process personal data on your behalf in accordance with these terms and conditions.

23.5. We store certain electronic data for you as part of the System. The storage facilities we use are designed to be secure and appropriate technical and organisational measures are taken against unauthorised or unlawful processing of the personal data we process on your behalf and against accidental loss or destruction of, or damage to,

such personal data; but no facility can guarantee protection either in terms of unauthorised access or loss of or damage to information.

To the extent permitted by law, we are not responsible for any loss of, access to, deletion or alteration of, any data that we store for you as part of the System.

SUSPENSION AND TERMINATION

24. Suspension

We may suspend the provision of the System and Services to you during any period that you are in breach of these terms and conditions.

25. Termination

25.1 You may terminate your subscription to the System at the end of the Initial Term or your current Renewal Term by giving us at least 180 days' notice of such termination by e-mail or post.

25.2 We may terminate your subscription to the System at the end of the Initial Term or your current Renewal Term by giving you at least 180 days' notice of such termination by e-mail or post.

25.3 We may terminate your subscription to the System with immediate effect by giving you notice of such termination by email or post if:

- (a) you fail to pay us on time for any amount you owe us under these terms and conditions;
- (b) you commit any material or repeated breach of these terms and conditions and either that breach is not capable of remedy, or, if capable of remedy, you fail to remedy the breach within 14 days from the date we notify you of it;
- (c) you convene a meeting of your creditors or a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 with your creditors or a proposal is made for any other composition scheme or arrangement with (or assignment for the benefit of) your

creditors or if you are unable to pay your debts within the meaning of Section 123(1)(e) of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of your business or assets or if a petition is presented (and not discharged within 30 days) or a meeting is convened for the purpose of considering a resolution or other steps are taken for your winding up or for the making of an administration order (otherwise than for the purpose of any non-insolvent amalgamation or reconstruction) or you cease to carry on business as a going concern or cease to be in a position to fulfil your obligations under these terms and conditions or you suffer any event in a foreign jurisdiction analogous to or comparable with any of the foregoing; or

(d) we decide to cease providing the System.

25.4 Please note that:

- (a) all Annual Subscription Fees and Managed Support Fees paid prior to the date of termination of your subscription are non-refundable; and
- (b) you remain liable to pay us any part of the Annual Subscription Fee and any Managed Support Fee due for the remainder of the Initial Term or the Renewal Term in which your subscription is terminated (as the case may be) that remains outstanding as at the date of termination of your subscription and you must pay us any such outstanding amounts, together with any outstanding Transaction Fees and other fees due to us, in full within seven days of the date of termination.
- (c) during the term of the agreement, the client is not permitted to take any part of the software offline without consulting with and obtaining written approval from Vennersys Limited. Vennersys Limited charges the lesser of £100 per site per day or the average over a 12-month period excluding VAT for each day that the software has been offline without Vennersys Limited's approval.

25.5 Any termination of your subscription shall not prejudice or affect any right of action or remedy which shall have accrued up to the date of termination.

25.6 We will cease to provide the System and any Services to you, and you will not be able to access your Master Account or any User Accounts, from the date of termination.

25.7 Paragraphs 10 and 25 to 38 (inclusive) of these terms and conditions shall survive termination of your subscription and shall continue to apply as shall any other provision which by its nature is intended to survive termination of your subscription.

DISPUTES AND LIABILITY

26. Limitations on liability

26.1 Nothing in these terms and conditions shall exclude or limit our liability for: (i) death or personal injury arising from our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be limited or excluded by law. This provision overrides all other provisions of these terms and conditions.

26.2 The warranties, conditions and terms set out in these terms and conditions are in lieu of all other conditions, warranties or terms which might but for this paragraph be implied or incorporated into any dealings between you and us in respect of the System, the Services and/or the Equipment by statute, common law or otherwise, all of which are excluded to the extent permitted by applicable law.

26.3 We shall not be liable to you under any statute or in contract, tort (including negligence) or otherwise, for any failure to carry out, or delay in carrying out, our obligations under these terms and conditions arising out of or in connection with your breach of these terms and conditions.

26.4 Subject to paragraph 26.1, we will not be liable to you under any statute or in contract, tort (including negligence) or otherwise for any: (i) loss of profits, business revenue, business

opportunity, technology, contracts, goodwill, data and/or anticipated savings; and/or (ii) indirect or consequential loss or damage.

26.5 Subject to paragraph 26.1, our total aggregate liability to you in respect of all claims arising out of or in connection with the System, the Services, the Equipment and these terms and conditions (whether such liability arises under any statute or in contract, tort (including negligence) or otherwise) shall be limited to £10,000 (ten thousand pounds sterling).

26.6 Subject to paragraph 26.1, we are not responsible or liable to you for any losses, damages, costs, and expenses you suffer or incur arising out of or in connection with the incorrect entry or misinterpretation of data by you or any user of the System or your failure to comply with applicable laws or other requirements that apply to you in relation to the transactions that are conducted using the System. This includes relation to gift aid transactions where incorrect data has been entered into the System, where the eligibility requirements for claiming gift aid have not been met or where the System has been wrongly set up by you or any user in relation to gift aid transactions (e.g. so that an eligible gift aid transaction has not been properly processed as a gift aid transaction). Where we do provide support in relation to gift aid transactions, our support is limited to technical support to allow you to use the System and we recommend that you take appropriate professional advice from your tax advisers/accountants to ensure you are compliant with gift aid requirements and are using the gift aid scheme in the most effective way for your business.

26.7 You agree with us that if any provision contained in this paragraph 26 is held to be invalid it shall be deemed to be omitted, but if either you or we become liable for loss or damage which would otherwise have been excluded or limited, such liability shall be subject to the remaining provisions set out in this paragraph 26.

27. Circumstances beyond our control

We will not be liable to you for any breach of or delay in the performance of our obligations under these terms and conditions to the extent that the breach or delay is directly or indirectly due to circumstances beyond our reasonable control, which shall include, without limitation, fire, flood, storm, other natural events, an act of God, explosion, lock-out, civil disturbance, war, strikes, malicious damage or attacks, pandemics, or breakdown of plant, equipment or machinery.

28. Indemnity

You shall indemnify us against all liabilities, losses, costs, damages, and expenses (including legal costs and disbursements on a solicitor and client basis) of whatever nature suffered or incurred by us arising out of or in connection with any breach by you of these terms and conditions.

29. Disputes

We always try to give you the best service we can so if you have a grievance with us please let us know and we will try to sort it out quickly and amicably.

OTHER TERMS

30. Data protection

Details of how we may use personal data that we collect from you in our capacity as a data controller are set out in our [Privacy Policy](#).

31. Confidentiality

31.1 Each party shall keep confidential any information of a confidential nature disclosed to it by the other. Nothing in this paragraph shall apply to any information which is (or becomes) available to the public other than by breach of these terms and conditions or where the party receiving the information already possesses it or obtains it from a third party in circumstances in which the disclosing and receiving parties are free to disclose it.

31.2 Neither party shall make any statement orally or in writing, publicly or privately or do any act

or otherwise conduct itself in such a manner as will or may in the reasonable opinion of the other party disparage the other party.

32. Intellectual property

We own or are licensed to use all copyright, trademarks and other intellectual property rights in and/or relating to the System, the EPOS software and the Services we provide to you. You may use those intellectual property rights only to the extent that you need to use the System, the EPOS software and the Services.

33. Marketing

By subscribing to the System, you agree that we may identify you as our customer on the Website and on our client lists, press releases and other marketing material. We may also publish a brief description of your business and your use of the System.

34. Third party products and services

We may introduce you to third party products and services (for example, merchant services) in connection with your use of the System. Where we introduce you to any third party products or services, we may receive a commission from the provider of such products or services.

35. Amendments

35.1 We may amend these terms and conditions at any time. If we do this we will post the revised version on the Website and may send you an email notifying you of the change. Unless we inform you otherwise, a change will take effect seven days after the date that we post it on the Website. Your use of the System and the Services and any Equipment order placed by you after the date a change takes effect will be subject to these terms and conditions as amended by the change. We will take your continued use of the System and the Services and any Equipment order placed after the date a change takes effect as your acceptance of the change, so if an amendment is not acceptable to you then you

should stop using the System and the Services and not place any further orders for Equipment with us.

35.2 There may be occasions where we agree with you to amend these terms or conditions or we agree to additional terms with you on top of those already set out in these terms and conditions. Where this is the case, such amendments or additions will only be effective if agreed in writing and signed by authorised representatives of you and us. The Quote issued to you as part of the initial subscription process may be used for the purposes of documenting such amendments or additional terms.

36. Other terms

36.1 You may not without our prior written consent assign or transfer all or any part of your rights, benefits or obligations under these terms and conditions to any third party.

36.2 No third party shall have any rights under or in connection with these terms and conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.

36.3 No delay or failure by us in exercising or enforcing any right or remedy under these terms and conditions will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.

36.4 These terms and conditions together with any documents referred to in them or made under them (for example, the Subscription Confirmation) constitute the entire agreement between you and us in relation to the System, the Services and the Equipment and supersede all previous negotiations, agreements and commitments with respect thereto.

36.5 If at any time any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the

law of any jurisdiction that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions.

36.6 These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including your use of the System, the Services and the Equipment and any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

36.7 You and we hereby agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions and their subject matter or formation (including your use of the System, the Services and the Equipment and any non-contractual disputes or claims).

37. Keeping these terms and conditions

We do not separately file these terms and conditions or any contract between you and us. All our contracts are concluded in English. You can always access the latest version of these terms and conditions on the Website. Please make a durable copy of these terms and conditions by printing, photocopying and/or saving a downloaded copy on your own device.

38. Contacting us

To contact us please phone us on **+44 (0) 1908 735 274** or email us at contact@vennersys.co.uk