

Terms of Use of Accomplish CashManager, the online accounting system.

These Terms of Use are intended to explain our obligations as a service provider and your obligations as a customer. Please read them carefully.

This is a legal agreement between you and Accomplish Ltd. These Terms of Use are binding on any use of the Software and apply to you from the time that Accomplish Ltd provides you with access to the Software.

Accomplish reserves the right to change these Terms at any time, effective upon the posting of modified terms and Accomplish will make every effort to communicate these changes to you by notification on the website or via email communication. It is likely the terms of use will change over time. It is your obligation to ensure that you have read, understood and agree to the most recent Terms available on the company website.

1. Definitions

"Access Fee"

means the monthly fee (excluding any taxes and duties) payable by you in accordance with the fee schedule set out on the Website (which Accomplish may change from time to time on notice to you).

"Accomplish"

means Accomplish Ltd and includes "we", "our", "us".

"Confidential Information"

includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Software but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

"Data"

means any data inputted, imported or uploaded by you into the Software.

"Intellectual Property Right"

means any Accomplish Ltd patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

"Software"

means the software available (as may be changed or updated from time to time by Accomplish) via the Remote Desktop Protocol (RDP).

"Website"

means the Internet site at the domain cashmanager.io or any other Internet site operated by Accomplish.

"you" and "your"

means you and includes your employees, consultants, representatives, accountants and agents, including any family members who may access the software.

"Privacy Policy"

means Accomplish's Privacy Policy which can be viewed here: [CashManager Online Privacy Policy](#).

2. Use of Software

You are granted the right to access and use the Software via the Accomplish RDP provided. This right is non-exclusive and is non-transferable to any other party and is strictly limited by these Terms.

3. Your Obligations

a. Payment obligations:

You will pay for Accomplish CashManager Online by Automatic Payment, Direct Credit or Credit Card only. Your first debit for the Access Fee will be on the date you set up a CashManager billing plan for any organisation(s) within Accomplish CashManager and be for the balance of that month. A debit/payment will be made on the 25th day of each month thereafter until these Terms are terminated in accordance with clause 8.

You are responsible for payment of all taxes, duties and any other charges in addition to the Access Fee.

b. General obligations:

You must only use the Software for your own lawful internal business purposes, in accordance with these Terms and any notice sent by Accomplish or condition posted on the Website.

c. Automated Bank transaction data delivered into your Accomplish CashManager account:

Where available, automated bank account transaction data feeds are generally provided to you free of charge. However, Accomplish reserves the right to pass on any charges applied by specific banks in providing bank feed data on a case-by-case basis. Accomplish would first inform you via email to indicate what those charges will be (such charges vary depending on your bank as well as on your volume of bank feeds). You have the option to discontinue use of automated bank feeds at any time by serving notice (in writing) on Accomplish and such feeds will then be terminated in accordance with each bank's usual practices.

d. Access conditions:

i. You will ensure that all usernames and passwords required to access the Software by any of your authorised users are kept secure and confidential. You will immediately notify Accomplish of any unauthorised use of your passwords or any other breach of security and Accomplish will reset your password.

ii. As a condition of these Terms, when accessing and using the Software, you must:

- not attempt to undermine the security or integrity of Accomplish's computing systems or networks or, where the Software is hosted by a third party, that third party's computing systems and networks;
- not use, or misuse, the Software in any way which may impair the functionality of the Software, or impair the ability of any other user to use the Software;
- not attempt to gain unauthorised access to any materials other than those to which you have been given

express permission to access or to the computer system on which the Software is hosted;

- not transmit, or input into the Software, any files that may damage any other person's computing devices or software, content that may be offensive, pornographic, malicious or libellous or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use); and

- not use your user name and password for more than one user.

iii. Your Accountant will have access to your data unless you request this not to happen (in writing)

e. Email Communications:

You authorize us to contact you via email for notification purposes such as updates, system maintenance outages, and for commercial purposes such as marketing material, invoicing, and changes to terms & conditions.

f. Indemnity:

You agree to indemnify Accomplish against all claims, costs, damage and loss arising from your breach of any of these terms or any obligation you may have to Accomplish, including (but not limited to) any costs relating to the recovery of any Access Fees or other charges that have not been paid by you.

In addition you agree to indemnify Accomplish against all claims, costs, damage and loss arising from any incorrect or corrupting data uploaded or imported into the software.

4. Confidentiality and Privacy

a. Confidentiality:

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

i. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the 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 as contemplated by these Terms.

ii. Each party's obligations under this clause will survive termination of these Terms.

iii. The provisions of clauses 4.a.i and 4.b.ii shall not apply to any information which:

- is or becomes public knowledge other than by a breach of this clause;

- is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

- is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

- is independently developed without access to the Confidential Information.

b) Privacy:

Accomplish maintains a Privacy Policy that sets out the parties' obligations in respect of data, and which forms part of these Terms. You should read that policy here: [CashManager Online Privacy Policy](#) since you will be taken to have accepted the requirements of that Privacy Policy when you accept these Terms.

5. Intellectual Property

a) General:

Title to, and all Intellectual Property Rights in the Software, the Website and any documentation relating to the Software and any future upgrades or enhancements remain the property of Accomplish (or its licensors).

b) Data:

Title to, and all Intellectual Property Rights in the Data remain your property. You must maintain copies of all Data inputted into the Software. Accomplish adheres to 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. Accomplish expressly excludes liability for any loss of Data no matter how caused.

To assist with the restoration of any data required Accomplish agrees to provide:

- i. The ability to create and restore from your own data, by individual companies, as and when you require.
- ii. The ability to email yourself (or anyone else you so please) a transfer file of your data, by individual companies, as and when you require.
- iii. The ability to upload information into your individual companies via a separate FTP site if required. This service may incur a cost and this will be agreed with the individual as required.

6. Warranties and Acknowledgements

a. Acknowledgement:

You acknowledge that:

- i. You are authorised to use the Software and to access the Data information that you access using the Software (whether that information is your own or that of anyone else who has authorised you as their user representative).
- ii. If you are using the Software on behalf of or for the benefit of an organisation (whether a body corporate or not) then Accomplish will assume that you have been authorised to do so by that organisation, and that organisation will be liable for your actions or omissions (including any breach of these Terms).
- iii. The provision of, access to, and use of, the Software is on an "as is, where is" basis and is entirely at your own

risk.

iv. Accomplish does not warrant that the use of the Software will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Software, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Software. Accomplish is not in any way responsible for any such interference or prevention of your access or use of the Software.

v. Accomplish is not your accountant and use of the Software should not substitute for professional accounting advice. If you have any accounting questions, please contact an accountant or other professional financial adviser.

vi. It is your sole responsibility to determine that the Software meets the needs of your business.

b. No warranties:

Accomplish gives no warranty about the Software. Without limiting the foregoing, Accomplish does not warrant that the Software will meet your requirements or that it will be suitable for your particular purposes. 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.

c. Consumer guarantees:

You warrant and represent that you are acquiring the right to access and use the Software and agreeing to these Terms for the purposes of a business 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 the Software, the website or these Terms.

7. Limitation of Liability

a. To the maximum extent permitted by law, Accomplish excludes all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of Data, profits and savings) or for any damage resulting, directly or indirectly, from the use of, or reliance on, the Software.

b. If you suffer loss or damage as a result of Accomplish's negligence or failure to comply with these Terms, any claim by you against Accomplish arising from Accomplish's negligence or failure will be limited in respect of any one incident, or series of connected incidents to the access fees paid by you in the previous 12 months.

c. If you are not satisfied with the Software, your sole and exclusive remedy is to terminate these Terms in accordance with Clause 8.

8. Termination

a) No-fault termination:

These Terms will continue for the period covered by the Access Fee paid in clause 3 (a) These Terms will automatically continue for the same period unless either party terminates these Terms by giving notice to the other party at least 30 calendar days before the end of the relevant payment period.

b) Breach:

If you:

- i. Breach any of these Terms and do not remedy the breach within 14 calendar days after receiving notice of the breach if the breach is capable of being remedied;
- ii. Breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 3 (d) or any payment more than 30 calendar days' overdue); or
- iii. Go into liquidation or have a receiver or manager appointed of any of your assets or becomes insolvent, or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction, then

Accomplish may take any or all of the following actions, at its entire discretion:

- iv. Terminate these Terms and your use of the Software
- v. Suspend for any definite or indefinite period of time, your use of the Software
- vi. Take either of the actions in sub-clause (iv) and (v) of this clause 8(c) in respect of any other persons in your organisation or who have access to your information or that of your organisation.

c) Accrued Rights:

Termination of these Terms is without prejudice to the rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement you will:

- i. Remain liable for any accrued charges and amounts which become due for payment before or after termination; and
- ii. Immediately cease to use the Software.

d) Expiry or termination:

Clauses 3 (a), 4, 5, 6, 7, 8 and 10 survive the expiry or termination of these Terms.

9. Help Desk

a) Technical Problems:

In the case of technical problems you must make all reasonable efforts to investigate and diagnose problems before contacting Accomplish. If you still need technical help, please either email us at support@cashmanager.io or call us on 0800 707 111 FREE 0800 707 111.

b) Service availability:

Whilst Accomplish intends that the Software should be available 24 hours a day, seven days a week, it is possible that on occasion it may be unavailable to permit maintenance or other development activity to take place.

If for any reason Accomplish has to interrupt the Software for longer periods than Accomplish would normally expect, we will use reasonable endeavours to publish in advance details of such activity.

10. General

a) Entire agreement:

These Terms, together with the Accomplish Privacy Policy and the terms of any other notices or instructions given to you under these Terms, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between you and Accomplish relating to the Software and the other matters dealt with in these Terms.

b) Waiver:

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

c) Delays:

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 its reasonable control. This clause does not apply to any obligation to pay access fees or other charges.

d) No Assignment:

You may not assign or transfer any rights to any other person without Accomplish's prior written consent.

e) Governing law and jurisdiction:

In all situations these Terms are governed by the laws of the country you reside in and you hereby submit to the exclusive jurisdiction of the courts of that country for all disputes arising out of or in connection with these Terms, without reference to any conflicts of laws.

f) Severability:

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

g) Notices:

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Accomplish must be sent to info@cashmanager.io or to any other email address notified by email to you by Accomplish. Notices to you will be sent to the email address which you provided when setting up your access to the Software.

h) 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.