

**PLEASE READ CAREFULLY BEFORE DOWNLOADING ANY SOFTWARE OR PURCHASING ANY LICENCE FROM THIS WEBSITE:**

This licence agreement (**Licence**) is a legal agreement between you (**you**) and Moneysoft Limited a company incorporated in England and Wales under Company Number 02695617 whose registered office is at Acorn House, 33 Churchfield Road, Acton, London, W3 6AY (**us** or **we**) for Payroll Manager computer software (**Software**).

We license use of the Software to you on the basis of this Licence. We do not sell the Software to you. We remain the owners of the Software at all times.

**Operating System Requirements:** this software requires a computer running Windows Vista, 7, 8 or 10 operating system and an internet connection for downloading the software and associated updates. This software has not been tested on and is therefore not recommended for hosted desktop environments – if you install this software on a hosted desktop environment you do so at your own risk and we will not provide support or refunds for any problems encountered.

**IMPORTANT NOTICE TO ALL USERS:**

- BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 5.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE SOFTWARE TO YOU AND YOU MAY NOT DOWNLOAD, INSTALL OR ORDER ANY SOFTWARE OR LICENCE FROM US.

**You should print a copy of this Licence for future reference.**

**1. GRANT AND SCOPE OF LICENCE**

1.1 In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, non-transferable licence to use the Software on the terms of this Licence.

1.2 Subject to the terms of this Licence the following licence types have the following specific scope:

(a) **Payroll Manager Free Trial:**

- (i) You may download, install and use the Software for your internal business purposes only, for a period of:
  - (I) if you download before midnight on the 10<sup>th</sup> day of any calendar month, until the end of that calendar month; or
  - (II) if you download after midnight on the 10<sup>th</sup> day of any calendar month, until the end of the following calendar month

after which you must comply with condition 6.2 and you may not start another free trial at any time during the following 12 months;

- (ii) You may not use the Software to file any HMRC submissions.

(b) **Payroll Manager 20:**

- (i) You may download, install and use the Software for your internal business purposes for a period of 12 consecutive calendar months;
  - (ii) You may use the Software for a single company with no more than 20 employees/sub-contractors during the term of the licence (including leavers within that period);
- (c) **Payroll Manager 100:**
- (i) You may download, install and use the Software for your internal business purposes only, for a period of 12 consecutive calendar months;
  - (ii) You may use the Software for any number of companies, each with no more than 100 employees/sub-contractors during the term of the licence (including leavers within that period).
- (d) **Payroll Manager 250:**
- (i) You may download, install and use the Software for your internal business purposes only, for a period of 12 consecutive calendar months;
  - (ii) You may use the Software for any number of companies, each with no more than 250 employees/sub-contractors during the term of the licence (including leavers within that period).

1.3 In addition to the rights under condition 1.2 you may:

- (a) transfer the Software from one computer to another, provided it is used on only one computer at any one time and never used by more than 1 concurrent user;
- (b) provided you comply with the provisions in condition 2, make up to 3 copies of the Software for back-up purposes only;
- (c) use our email ( [info@moneysoft.co.uk](mailto:info@moneysoft.co.uk) ) support service (available Monday to Friday 9:00 to 16:45). This support service provides general advice on how to use the Software and troubleshoot common problems, it does not oblige us to make any changes to the Software to address any issues you may raise and it does not cover support in respect of your IT systems or network setup; and
- (d) receive and use any update of the Software incorporating "patches" and corrections of errors as may be provided by us from time to time.

## 2. RESTRICTIONS

Except as expressly set out in this Licence or as permitted by English law, you undertake:

- (a) not to copy the Software except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
- (c) not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of

section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

- (i) is used only for the purpose of achieving inter-operability of the Software with another software program; and
  - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - (iii) is not used to create any software which is substantially similar to the Software;
- (e) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
  - (f) to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;
  - (g) to include our copyright notice on all entire and partial copies you make of the Software on any medium;
  - (h) to backup and maintain all of your data. The Software stores its data locally on your machine and we do not have access to or copies of any of your data;
  - (i) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from us; and
  - (j) if an update is available you must install it. If you fail to install available updates the Software may cease to operate until you install the most recent update.

### **3. INTELLECTUAL PROPERTY RIGHTS**

3.1 You acknowledge that all intellectual property rights in the Software anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with the terms of this Licence.

3.2 You acknowledge that you have no right to have access to the Software in source code form.

### **4. LIMITED WARRANTY**

4.1 We warrant that the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with its description on our website.

4.2 The warranty does not apply if the defect or fault in the Software results from:

- (a) you having altered or modified the Software;
- (b) you having used the Software in breach of the terms of this Licence;
- (c) you having used the Software otherwise than in accordance with our instructions;
- (d) any IT or network settings on your, or any third party, system including firewall settings and/or hosted desktop settings;

- (e) any HMRC Gateway issues; and
- (f) any third party software, websites or applications.

## 5. LIMITATION OF LIABILITY

- 5.1 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described meet your requirements. We make the Software available for a 'free trial' in order to allow you to evaluate its suitability for your requirements.
- 5.2 We only supply the Software for internal use by your business, and you agree not to use the Software for any re-sale purposes.
- 5.3 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- (a) loss of profits, sales, business, or revenue;
  - (b) business interruption;
  - (c) loss of anticipated savings;
  - (d) loss or corruption of data or information;
  - (e) loss of business opportunity, goodwill or reputation; or
  - (f) any indirect or consequential loss or damage.
- 5.4 Other than the losses set out in condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the amount paid by you to us in respect of licence fees in the 12 months immediately preceding the date on which the claim arose. This maximum cap does not apply to condition 5.5.
- 5.5 Nothing in this Licence shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any other liability that cannot be excluded or limited by English law.
- 5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## **6. TERMINATION**

6.1 If you are in breach of any term of this agreement or if you fail to make any payment due to us we may suspend or terminate this Licence immediately without notice. In such circumstances the Software will notify you that your licence has been 'de-registered' and you should contact us to remedy the breach.

6.2 Upon termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must immediately cease all activities authorised by this Licence; and
- (c) you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **7. EVENTS OUTSIDE OUR CONTROL**

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

7.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:

- (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

## **8. OTHER IMPORTANT TERMS**

8.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

8.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

8.3 We reserve the right to make changes to the Software through updates which may include discontinuing certain features.

8.4 This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it. You agree that

you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this Licence or any document expressly referred to in it.

- 8.5 It is not intended to confer any benefit on any third party by virtue of the Contract (Rights of Third Parties) Act 1999.
- 8.6 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 8.7 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 8.8 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.