

Terms of Service

Welcome to Zefyr, an online accounting system designed especially for small and medium businesses. These Terms of Service are intended to explain Our obligations as a service provider and Your obligations as a customer. Please read them carefully.

These Terms are binding on any use of the Software and apply to You from the time that Zefyr provides You with access to the Software.

We believe the Zefyr Software will evolve over time based on user feedback. These Terms are not intended to answer every question or address every issue raised by the use of the Zefyr Software. Zefyr reserves the right to change these Terms at any time, effective upon the posting of modified Terms and Zefyr will make every effort to communicate these changes to You via email or notification via the website. It is likely the Terms of Service 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 Website.

Definitions

So that we can be completely clear, here are some words We use which have specific meanings:

“Access Codes” designates the login and password provided by Zefyr to the administrator. With these primary Access Codes, the administrator can create other Access Codes for other internal users.

“Account Holder” means a company which has a Zefyr account (generally this will be Your business).

"Intellectual Property Right" means any 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 Zefyr) via the Website;

"The Service" means Our Zefyr software which is accessed and used via Our password protected website;

"Zefyr", "Us", "We" and "Our" refers to Inside Zefyr Limited, a company registered in England with registered number 6566210 having its registered office at One Jubilee Street, BRIGHTON, EAST SUSSEX, BN1 1GE, UNITED KINGDOM;

"Website" means the Internet site at the domain www.zefyr.net or any other site operated by Zefyr.

"You" means You, Your Employees, Consultants, Representatives and Agents who accesses and uses this website and/or The Service;

"Your Data" means any data entered or uploaded by You while using The Service.

"Zefyr Account" means a current subscription to The Service;

Creating and accessing a Zefyr account

The purpose of a Zefyr account is to subscribe to all or part of Zefyr's accounting and management software via the Internet site www.zefyr.net. If new applications are developed in the future by Zefyr they will be automatically proposed to You and included in the present Terms of Service.

How to apply - Inscription: In order to access and use The Service, You can apply for a Zefyr account to be created by submitting Your details on Our "inscription" page accessible from the site's home page.

Allocation of access codes: If We accept an inscription for the creation of a Zefyr Account, We will confirm this by sending You Your **access codes** by email.

Errors in information you gave us: If You made any mistakes in the details You gave to us when applying for a Zefyr account, these errors can be corrected by accessing The Service and using the "Company" tab and the "Adress-Legal Details" menu.

Free trial period: starting from the inscription date a one month free trial enables You to test The Service with all its applications.

Formation of a contract: after 30 days, You must approve the present Terms of Service, give banking information for the direct monthly payment, choose The Service that suits Your needs and determine the monthly fee net VAT that You will have to pay. At that point a legally binding contract will be created between the Account Holder and Us. If You apply for a Zefyr account to be created, You must therefore ensure that You are authorised to enter into this contract for and on behalf of the Account Holder. The contract will be concluded in the English language and the provisions of these Terms of Service shall govern Our agreement with the Account Holder.

Refusal to create an account: We reserve the right, at Our discretion, not to accept an inscription to create a Zefyr account. This may be due to technical constraints, because You did not provide complete, accurate and up to date information at the time of the inscription and during the trial period, or Your business has been banned by Us from using The Service or for any other reason. No charge will be made by Us for declined inscriptions.

How to create other users: Righth after the inscription We issue the initial user (whose details were provided to Us when the account was applied for) with a username and password. Additional users can obtain their own usernames and passwords if the initial user accesses The Service and uses the "Company" tab "Zefyr Users" menu.

Your rights

Licence to Use: If the business You represent is an Account Holder and You are authorised by it to use The Service, We grant You a non-transferable, non-exclusive licence to use The Service in accordance with these Terms of Service. The Service is attached to the Account Holder.

Conditions: The above licence is strictly subject to compliance with these Terms of Service by You (and by the Account Holder whose Zefyr account You are accessing and by all other users of that Zefyr account.)

Your obligations

You must:

- only access an Account Holder's Zefyr account by using a password and username which that Account Holder authorises You to use; and
- only use The Service on behalf of the Account Holder whose Zefyr account You are accessing and solely for money management purposes relating to that Account Holder's own business which are legal.

You must not:

- do anything which could reasonably be expected to damage, disable, overburden, or materially impair The Service or Our website generally or which is likely to interfere with any other party's use or enjoyment of The Service;
- question or dispute Our ownership of the Intellectual Property Rights in The Service;
- copy, reproduce, represent, diffuse, modify, adapt, translate, transcribe in another language all or part of the softwares and/or its documentation by all means and under any form.

Confidentiality and Privacy

1. **Confidentiality:** Unless the relevant party has the prior written consent of the other or unless required to do so by law:
 - a. 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.
 - b. Each party's obligations under this clause will survive termination of these Terms.
 - c. The provisions of clauses 1.a and 1.b shall not apply to any information which:
 - i. is or becomes public knowledge other than by a breach of this clause;
 - ii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - iii. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - iv. is independently developed without access to the Confidential Information.
2. **Privacy:** Zefyr maintains a Privacy Policy that sets out the parties' obligations in respect of data. You should read that policy since you will be taken to have accepted it when you accept these Terms.

Intellectual Property

1. **General:** Title to, and all Intellectual Property Rights in the Software, the Website and any documentation relating to the Software remain the property of Zefyr.
2. **Data:** Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the Zefyr Access Fee. You must maintain copies of all Data inputted into the Software. Zefyr adheres to its 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. Zefyr expressly excludes liability for any loss of Data no matter how caused.

Security: The Account Holder is ultimately responsible for administering and safeguarding any passwords created to control access to its Zefyr account: please keep any password issued to you secure.

Paying for The Service

Subscription fee amount: A subscription fee for the use of The Service is payable every month by the Account Holder. The subscription rates are posted on Our website and We may vary these from time to time: please see Our pricing page for the rates in force for the current month. Prices on Our website are quoted in UK pounds Sterling and exclude VAT, which is also payable. If You change Your subscription package in the future, the change in the subscription payment amount will take effect at the next billing cycle. If applicable tax rates change they will be taken into account in due time.

Free trials: No charge for use of The Service will be made during the 'free trial' period of one month.

Automatic renewal: Once any 'free trial' period is over, and that You have validated the present Terms of Service and entered the relevant banking information and chosen The Service that suit You, We will automatically renew the Account Holder's subscription and bill You every month using the direct debit payment details provided by You, until the Zefyr Account is closed. The Account Holder commits himself to provide the banking information and authorisation to enable the direct debit monthly payment to Zefyr.

Non-payment: We shall be under no obligation to provide The Service if the subscription fee (plus VAT) is not paid to Us on time. The Account Holder must ensure that We have complete and accurate billing, banking and contact information throughout the subscription period, including the full name of the Account Holder, its business address, email address, telephone and bank account details. If subscription fees become overdue, We reserve the right to suspend Your access to The Service within 15 days until the balance is paid and We may close the Account Holder's Zefyr account permanently. The fees already collected are never reimbursed. Zefyr is authorised by the Account Holder to recover the fees directly or through the intermediary of a banking or financial establishment of its choice.

Fees for multiple accounts: If You would like to use The Service for more than one business, You will need to sign up for multiple accounts and pay the subscription fee charged by Us for each additional Zefyr account.

Our VAT number is: 932 4883 07

Closing a Zefyr account

Cancellation by You: You can close Your Zefyr account at any time by sending an e-mail to Our support service. No commitment of length of time is included in the Terms of Service. No further subscription fees will be billed and no refund will be made of any subscription fees already billed and paid.

Suspension and closure by Us: If You (or any other user of the Account Holder's Zefyr account) fails to abide by these Terms of Service, or if payment of the subscription fees is not paid on time, We reserve the right to suspend Your access to The Service or permanently cancel the Account Holder's Zefyr account. If We withdraw access to The Service because these Terms of Service have been breached, no refund will be payable by Us. We also reserve the right to close any Zefyr account (including during any 'free trial' period) for any reason, by giving one months notice.

Disclaimer

IMPORTANT: This section restricts the extent to which We are liable for any losses which may be suffered in connection with Your use of The Service. It also requires the Account Holder to compensate Us for any loss We suffer as a result of Your failure to comply with these Terms of Service.

No guarantees: We make no guarantee that The Service will be suitable for Your intended use, neither do We guarantee that it will be error-free, timely, reliable, entirely secure, virus-free or available, especially since We are dependent on the reliability of the Internet and Your use of Your own computer to access The Service. We will try to keep disruptions to a minimum but We may suspend The Service from time to time to carry out maintenance and support work and to investigate unauthorised use. The Account Holder chooses The Service under his sole

responsibility. The Service is not a substitute for a professional accountant and any information presented does not constitute accounting advice.

Exclusion of our liability: You use The Service entirely at Your own risk. We do not restrict Our liability (if any) for personal injury or death resulting from Our negligence, for fraud committed by Us or for any matter which it would be illegal to limit or to attempt to restrict. We exclude all other liability and responsibility for any amount or kind of loss or damage arising in connection with The Service (even if We have been advised of their possibility.)

Limitation of our liability: Where We are not legally entitled to exclude Our liability, Our total liability for any loss or damage relating to The Service (or to Our Web site generally) shall not exceed an amount equal to the subscription fees which the Account Holder has paid to Us in the previous month.

General legal matters

Entire agreement: These Terms of Service and Our **Privacy Policy** describe the entire agreement between You, the Account Holder and Us regarding The Service, and supersede any prior understandings or agreements. The headings are for convenience only and shall not affect the construction or interpretation of these Terms of Service.

Changes to this contract: We reserve the right to change these Terms of Service from time to time and therefore We may impose new or different terms and conditions on Your use of The Service. These additional terms will be posted here on Our website and will be effective from the Account Holder's next monthly subscription renewal. Your continued use of The Service will be deemed to constitute acceptance by the Account Holder of all of the new terms. These Terms of Service may not otherwise be changed without Our written consent.

Transfer of rights & obligations: We shall be entitled to transfer Our rights and/or obligations under these Terms of Service to another party. Neither You nor the Account Holder may transfer any of Your rights or obligations under these Terms of Service without Our written consent.

Waiver and severability: If either You or We ignore any breach of these Terms of Service, it doesn't mean that any further breach cannot be enforced. Similarly, if any

part of these Terms turns out to be invalid or unenforceable for some reason, then it will be replaced with a provision which, as far as possible, achieves the same purpose as the original, and the remainder of the agreement will still be binding.

Partial non validity: The nullity of a clause does not entail the nullity of the present clauses.

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 Zefyr must be sent to support@zefyr.net . Notices to You will be sent to the email address which You provided when setting up Your inscription to The Service.

Resolving disputes: These Terms of Service shall be governed by and interpreted in accordance with the law of England and Wales. If any party wants to take court proceedings in relation to The Service, it must do so in England. You are responsible for compliance with any applicable laws of the country from which You use or otherwise access The Service.

Last updated: August 14th 2009