

Smarta Tax Services

Terms and Conditions version: 1.0 - June 2018

By completing the online sign up process ("the Online Registration Process"), you acknowledge that you have read and agree to be bound by the below Smarta terms and conditions and the EULA of each of the Component Partners in the Smarta Tax and Accountancy package you select.

An individual who completes the Online Registration Process confirms that he or she is authorised to enter into these terms and conditions and the EULA of each of the Component Partners on behalf of the Subscriber.

Smarta Tax Services Limited (a company registered in England with registration number 11272760 and whose registered office is at No. 1 Croydon 7th Floor, 12-16 Addiscombe Road, Croydon, England, CR0 0XT) ("Smarta") in order to provide Tax and Accountancy services to you, as a Smarta customer.

You shall only enter into a direct contractual relationship in respect of the Tax and Accountancy Services with Smarta under these terms and conditions and with the Component Partners (as defined below) under the respective EULA (as defined below). Any questions, concerns or complaints in relation to the Tax and Accountancy shall be directed to Smarta and/or the relevant Component Partner and Smarta accepts no responsibility for the provision of Services to you from the Component Partners.

YOUR AGREEMENT WITH SMARTA

By completing the online sign up process (the "Online Registration Process"), you acknowledge that you have read and agree to be bound by these terms and conditions and you will read, enter into and be bound by the terms and conditions and end user license of each of the Component Partners (each being referred to as an "EULA") in the Tax and Accountancy service you select. The first time that you log in to use Tax and Accountancy you will be provided with a link to the EULA for the Component Partners for Smarta Tax Services you select and asked to agree to them. If you do not agree to any such EULA you will not be able to proceed with that element of the Component Services. Unless otherwise stated in the EULA, your legal relationship will be with the Component Partner.

You also confirm that you are authorised to enter into these terms and conditions and the EULA of each of the Component Partners on behalf of the Subscriber (as defined below).

Introduction, Your Agreement to these and Our Component Partners' Terms and Conditions and Definitions

Smarta offers selected packages of services for small business customers in the UK to subscribe to.

Smarta aggregates the services of trusted third parties ("Component Partners") and offers a monthly subscription to small businesses in the UK to access those packaged services, one such package being known, in the context of these terms and conditions as Smarta Tax Services ("Tax and Accountancy"). The functionality of the Tax Services is subject to change. Smarta is responsible for charging users of Tax and Accountancy services on a monthly or annual basis (as selected by the user), and subject to the subscriber's account being in good standing as per the terms and conditions below, will arrange for subscribers to have access to the services available and Smarta will provide Level-1 customer support. Smarta will not have any responsibility in respect of such services save as set out in this paragraph and more fully explained in these terms and conditions. Unless otherwise stated in the EULA, Component Partners are responsible for providing their respective services included in the Tax and Accountancy to subscribers upon the terms and conditions applicable to their individual services.

1. Definitions and Interpretation

In these terms and conditions the following words and expressions have the following meanings:

- **1.1** Any reference to the "Subscriber" "you" or "yours" etc shall mean the person, company firm or entity whose name is shown in the "Business/Company Name" section of the Registration Process and to which the Services will be provided;
- **1.2** "Account" means your Tax and Accountancy account which is opened by us automatically on the Effective Date;
- **1.3** "Add-Ons" or "Optional Add-Ons" means the right for named additional authorised users to access and use the Tax and Accountancy Services which are purchased during the Registration Process or later during any change of Tools;
- **1.4** "Authorised User" means each user other than the Primary User to which the Primary User has allocated a user ID and password in order for that user to use the Tax and Accountancy Services and/or for which you have Subscribed by way of Add-On and paid the appropriate fee. Authorised Users may include other employees, or freelancers, or professional advisors, such as accountants who the Subscriber/Primary User wants to have access to the Tax and Accountancy on their behalf;
- **1.5** "Billing Date" means the date in each month on which you will be charged your monthly Subscription Fee, being the date on which the first payment of your monthly Subscription Fee is charged by us to your debit or credit card (where you pay by debit or credit card) or the first day on which your Direct Debit in our favour becomes effective (for payments by direct debit) and the same date in each subsequent month;
- **1.6** "Billing Month" means a period of one month starting on each Billing Date and ending on the day before the immediately following Billing Date;
- **1.7** "Tax and Accountancy" has the meaning shown above;
- **1.8** "Tax and Accountancy Services" or "Services" means the Tax and Accountancy package of Component Services and any Add-Ons which you select upon Registration or thereafter;
- **1.9** "Component Partner" has the meaning shown above;
- **1.10** "Component Services" or "Component" or "Tool" means an individual software as a service application or service available as part of Tax and Accountancy from time to time and provided by a Component Partner;
- **1.11** "Effective Date" has the meaning shown in clause 2.2;

- **1.12** "EULA" has the meaning shown above;
- **1.13** "Force Majeure Event" has the meaning shown in clause 17.7;
- **1.14** "Free Trial" means, subject to these terms and conditions, a 30 day period from (and including) the Effective Date during which you may use the Tools without charge and may cancel at any time without payment.
- **1.15** "Insolvency Event" means if:
 - **1.15.1** Any action is taken for or with a view to the winding up of the Subscriber or a petition is presented for the making of an administration order in respect of the Subscriber or such an order is made or the Subscriber becomes insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or makes any proposal to, or enters into dealings with, any of its creditors with a view to avoiding, or in expectation of insolvency, or stops or threatens to stop payments generally or an encumbrancer takes possession or a receiver is appointed of the whole or any material part of the assets of the Subscriber; or
 - **1.15.2** The Subscriber is the subject of a bankruptcy petition or order.
- **1.16** "Level-1 customer support" means the support services consisting of i) handling and responding to basic order processing and payment questions and ii) basic connectivity troubleshooting, including but not limited to questions related to browsers and supported firewalls. As part of Level 1 support, Smarta will provide a dedicated phone line for initial and on-going support to you which shall be open from Monday to Friday 09:00 to 17:00. If you make a call out of hours, a pre-recorded message will advise you of the options available. If Smarta is unable to answer the Subscriber's questions, or the questions are more complex technical or application support queries, Smarta will connect you to the applicable Component Partner who will provide additional product specific support.
- **1.17** "Smarta" has the meaning shown above;
- **1.18** "Online Registration Process" has the meaning shown above;
- **1.19** "Primary User" means the individual named in the Registration Process as the primary user of the Tax and Accountancy Services;
- **1.20** "Privacy Policy" has the meaning shown in clause 14.3;
- **1.21** "Registration" means completion of the Online Registration Process or the Trial Registration Process;
- **1.22** "Registration Process" means the Online Registration Process or the Trial Registration Process (each as defined in these terms and conditions);
- **1.23** "Services Materials" means any software or documentation, including any user guides for the Tax and Accountancy, authentication codes, user names, passwords, PINs, and any other materials supplied by Smarta in connection with the Services;
- **1.24** "Site" means the Tax and Accountancy web pages found at / as well as individual web pages hosted by Component Partners;
- **1.25** "Smarta" has the meaning shown above;
- **1.26** "Step-In Event" has the meaning shown in clause 18.1;
- **1.27** "Subscriber" has the meaning shown above;
- **1.28** "Subscription" means your right to use the Tax and Accountancy Services once accepted by Smarta in accordance with clause 2.2, and "Subscribed" shall be construed accordingly;
- **1.29** "Subscription Fee" has the meaning shown in clause 4.1; and
- **1.30** "Tools" means Smarta's various tools as set out in the Registration Process or "My Profile" section of the Tax and Accountancy web pages from time to time.
- **1.31** "Trial Registration Process" means the version of the sign up process used by you when signing up for Free Trial.

2. Becoming a Subscriber and certain ongoing obligations

- **2.1** To use the Smarta Tax Services you must agree to and comply with these terms and conditions.
- **2.2** Your subscription to Smarta Tax Services will be accepted by us and will be effective as soon as (a) we have sent you a confirmation e-mail following your Registration and (b) you have selected your first Component (the "Effective Date"). You will be treated as having received that e-mail if it is sent to the e-mail address provided during the Registration Process. If you are unable to access that e-mail within 24 hours of completing the Online Registration Process or the Trial Registration Process, you should contact us at - support@smarta.com.
- **2.3** You acknowledge that all services in the Tools that you select will be Component Services provided by Component Partners and that Smarta will not have any responsibility in respect of Component Services save for those obligations set out in these terms and conditions. You accept and agree to be bound by the EULA for each Component.
- **2.4** You agree to provide Smarta and each applicable Component Partner with accurate information during the Registration Process and to keep it up to date by making any changes in the "My Profile" section of the Site. You agree that Smarta and each applicable Component Partner may rely on any information you provide. Smarta may suspend your use of the Tax and Accountancy Services, Site or any Component if you provide inaccurate information.
- **2.5** You warrant that Tax and Accountancy Services will be used for business purposes only and only for the purposes of the Subscriber's own business.
- **2.6** Smarta reserves the right not to accept any subscription to Tax and Accountancy for any reason and without giving any explanation.

3. Passwords and security and your responsibility for all Primary Users and Authorised Users

- **3.1** During the Registration Process the Primary User will be asked to enter their email address as their user ID and to select a password.
- **3.2** The Primary User will have the opportunity to create new user IDs and passwords for any Authorised Users by entering the user's email address and selecting a password. You shall be responsible for ensuring that personal and other data provided to Smarta are always properly and accurately maintained, in particular that any user IDs and passwords which are no longer required are disabled and any contact details, including email addresses, are accurate and up-to-date. In accordance with clause 2.4, Smarta may exercise its right to suspend your use of the Tax and Accountancy Services, Site or any Component if you provide inaccurate information;
- **3.3** Each user ID and password is personal to the Primary User or Authorised User concerned and is not transferable. User IDs and passwords should only be used by the Primary User or Authorised User you originally applied for and named in the Registration Process or change of Tools (and to whom they were originally allocated) and are not transferable.
- **3.4** You are responsible for maintaining the confidentiality of each user ID and password as well as all details of your Account. You agree to comply with all applicable security procedures and keep secure and confidential all user-names, passwords, and PINs and change the same no less frequently than recommended by Smarta from time to time, or if at any time it is suspected that a breach of security has taken place. You will be responsible for taking all appropriate and necessary measures for the protection of your own systems and equipment from any virus or any other intrusive devices which may have a deleterious effect on the operation of the Services or Tax and Accountancy.
- **3.5** You are fully responsible for all activities that occur under any user ID or password whether for any Primary User or any Authorised User or which relate to your Account.

- **3.6** You agree to set up and maintain adequate security measures including, without limitation, measures to safeguard the Services Materials and Tax and Accountancy from use by an unauthorised person and shall procure the compliance of any Primary User and Authorised Users to the same. You shall immediately notify Smarta of any unauthorised use of any user ID or password or any other breach of security or unauthorised access to your Account or the Tax and Accountancy Services of which you become aware. You shall immediately notify Smarta if the Services Materials (or part thereof) are lost, stolen, damaged or compromised.
- **3.7** You are responsible for ensuring that the Primary User and all Authorised Users comply with these terms and conditions and with each applicable EULA whether such Primary User or Authorised User is an employee or member of the Subscriber or a freelancer, professional adviser or any other person. Any breach of these terms and conditions or any EULA by the Primary User or any Authorised User shall be treated as a breach by the Subscriber.
- **3.8** You shall not, and shall procure that the Primary User and all Authorised Users shall not:
 - **3.8.1** Use the Tax and Accountancy, the Services Materials, and/or Services in a way or for a purpose not authorised or intended by Smarta;
 - **3.8.2** Use the Tax and Accountancy, the Tools, the Services or the Services Materials in contravention of any applicable law or regulation or permit to be done anything in connection with the access to or use of the Services, Tax and Accountancy, Tools or the Services Materials which is or is reasonably likely to result in a breach by Smarta of applicable laws or regulations;
 - **3.8.3** Use any software or other tool or take or permit any third party to take any action which may compromise the security and control of access to the Tax and Accountancy and/or Tools and/or Services by you or for any other person;
 - **3.8.4** Create or permit to be created any links to or from any website to any part of the Tax and Accountancy or cause or cause it to appear in any other form other than that presented by Smarta;
 - **3.8.5** Permit any third party to use the Tax and Accountancy or seek to gain or permit any third party to gain unauthorised access to any system or network of Smarta, its agents, or subcontractors;
 - **3.8.6** Use any offensive, foul or derogatory language in any communications with Smarta; or
 - **3.8.7** Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, or any other harmful programs which may interfere with or disrupt the Tax and Accountancy, Services or any other network connected thereto.
- **3.9** The Services Materials and Tax and Accountancy include software proprietary to Smarta or its licensor's and may include software which is designed to operate with your internal systems as described by you to Smarta. If any defect appears in any software contained within the Services Materials, your sole remedy will be the correction of the defect by Smarta as soon as practicable following receipt of written notice thereof. Smarta specifically denies (i) any express or implied warranty or representation that software will be able to operate in conjunction with any hardware items or software products other than those which have been identified by you (and those in the configuration) and (ii) that the use of the software will be uninterrupted or error free.

4. Payment and refunds and cancellation during the Free Trial

- **4.1** Save for the period of any free Trial, you agree to pay the subscription fee for Tax and Accountancy Services in accordance with the pricing and payment schedule from time to time applicable to your chosen set of Tools ("Subscription Fee").

- **4.2** In providing us with card details you warrant to us that you are an authorised user of the relevant card. By submitting bank account details, you warrant to us that you are an authorised signatory of that account.
- **4.3** You agree to pay the Subscription Fee monthly on each Billing Date.
- **4.4** If you change to a different Tool or Tools within the Tax and Accountancy or add 'Optional Add-Ons' to the Tools to which you have Subscribed, you will be charged according to the fee applicable to that Tool, and your next monthly payment of the Subscription Fee will reflect the new monthly fee applicable.
- **4.5** You may cancel your account at any time prior to any payments.
- **4.6** Subject to clause 4.7, Smarta will not make any refund of any fee which you have already paid for any reason, save in the case of error on the part of Smarta.
- **4.7** Refunds may be given at the discretion of Smarta.

5. Cancellation outside the Free Trial

- **5.1** Subscription to the Tax and Accountancy Services is on a monthly basis and you can cancel your Subscription by following the instructions and cancellation procedures provided in the 'My Settings/Account Settings' information page of the Site.
- **5.2** You may cancel your Subscription at any time and no further Subscription Fees will be payable, just do so before 9pm on the next Billing Date. If you cancel after 9pm on the next Billing Date, you will be charged your monthly payment of the Subscription Fee due on that Billing Date and your cancellation will take effect on the Billing Date in the following month.

6. Term and Termination and suspension

- **6.1** Your rights to use the Tax and Accountancy Services will start on the Effective Date and continue unless you cancel the Subscription in accordance with clauses 4 or 5 above or Smarta terminates the Subscription in accordance with any of the provisions in these terms and conditions.
- **6.2** Smarta may terminate your Subscription without refund immediately on notice if, in the reasonable opinion of Smarta, you have committed a material breach of these terms and conditions or any EULA or any terms (including if you, the Primary User or any Authorised Users or the Services for or in connection with any purposes which is or may be unlawful) or you undergo any Insolvency Event.
- **6.3** All EULAs relating to the Tax and Accountancy Services will terminate on termination of your Subscription for any reason.
- **6.4** Smarta may terminate your Subscription on six (6) months' written notice to you if the Tax and Accountancy Services are to be discontinued. In such circumstances Smarta will use reasonable endeavours to provide you with options to carry on your use of the Services or services similar to the Services.
- **6.5** On termination of your Subscription for any reason:
 - **6.5.1** You will no longer have access to the Tax and Accountancy Services save as provided in clause 6.5.3;
 - **6.5.2** Smarta and each Component Partner may immediately deactivate access to and archive the content held in the relevant Components and the termination provisions under the EULA of each applicable Component Partner on termination will apply save as provided in clause 6.5.3;
 - **6.5.3** Following termination, we will allow you access to your account via the Component Partner. Services for such period (if any) as the applicable Component Partner allows you to access such Tool after termination of its EULA but in any event for not more than 30 days. Such access is granted for such purposes only (if any) as are permitted under such EULA following termination of such EULA in order for you to retrieve any data that you need and you will not be permitted to make any further use of the Smarta Tax

Services during such period. The provisions (if any) relating to retention of and access to your content which is held by Component Partners following termination of your Subscription will be governed by the terms of the EULA of the relevant Component Partner which apply on termination of that EULA. It is your responsibility to check that the provisions on termination of each applicable EULA are suitable for your purposes; and

- **6.5.4** You shall make arrangements with Smarta to return any Services Materials or other materials supplied by Smarta to you for use in connection with the Services and Tax and Accountancy.
- **6.6** In the event of a failed payment or charge back by a credit card company (or similar action by another payment provider) in connection with payment of your Subscription Fee, Smarta may suspend access to the Site and the Tax and Accountancy Services. Smarta may reinstate your rights to these Services solely at Smarta's discretion, and subject to Smarta's receipt of the unpaid fees and Smarta's then-current reinstatement fee if applicable.
- **6.7** Smarta reserves the right at any time to suspend the Services or access thereto for such period or periods as it considers appropriate in its absolute discretion by notice to you if (a) suspension is necessary for the purpose of (routine or emergency) maintenance or enhancement of the Services; (b) for technical reasons provision of the Services is not possible; (c) suspension is necessary if there are reasonable grounds to suspect compromise of security or any unauthorised or fraudulent use of the Services; (d) if you, any Primary User, and/or Authorised User, breach any of their obligations hereunder; or (e) in the circumstances set out in clauses 2.4 and 6.5. In any case where Smarta suspends the Services or access thereto under these terms and conditions, it shall give its reasons in its notice to you unless to do so would compromise reasonably security measures or is otherwise unlawful. If Smarta is unable to give you prior notice in respect of any of the foregoing, it will do so as soon as practicable thereafter. When the reasons for suspension have ceased to prevail, Smarta shall notify you that the supply of the Services has resumed and shall take such other action as is appropriate in pursuance thereof.

7. Using the Tools and the Tax and Accountancy Site and contacting us

- **7.1** You are responsible for ensuring the compatibility of any of your devices, software and systems with the Services Materials and Tax and Accountancy.
- **7.2** If you have problems accessing the Tax and Accountancy Services you should contact Smarta customer services by telephone or email. For training and quality control purposes, calls to Smarta customer services may be recorded and/or monitored.
- **7.3** From time to time Smarta and the Component Partners may issue updates to the Site or Tools and the Site and any or all Tools may not be available during that time. Smarta shall make reasonable efforts to schedule these updates outside of U.K. Business hours. Smarta is not responsible for seeking permission to issue these updates to the Subscriber.

8. Intellectual Property

- **8.1** All copyright, trade marks, database rights and other intellectual property rights in Tax and Accountancy are owned by Smarta and/or the Component Partners as applicable. No material or content relating to Tax and Accountancy or Site can be reproduced or replicated without written consent from Smarta, except for use of Components for the purposes of running your own business as permitted in the applicable EULA. Smarta grants you a non-exclusive, non-transferable, royalty free right and licence to use all intellectual property rights in Tax and Accountancy solely for the purposes of, and to the extent necessary for, access to and use of the Services and Tax and Accountancy. You shall have no right to sub-license such rights to any third party and shall have no right to use the intellectual property rights save as specified in these terms and conditions.
- **8.2** You acknowledge that "Tax and Accountancy", "Smarta", "Smarta Enterprises Limited", or any Smarta associated logos must not be used without the prior written

permission of Smarta. You acknowledge that, as the Tax and Accountancy is a product offered by Smarta, and that any trade marks or Smarta associated logos must not be used without the prior written permission of Smarta Enterprises Ltd.

- **8.3** You shall not, and shall procure that the Primary User and any Authorised Users shall not, remove or alter any proprietary markings, copyright notices, confidential legends, trade marks, trade or brand names of Smarta appearing on the Services or Services Materials or any material supplied by Smarta under these terms and conditions.

9. Smarta obligations, limited warranty and limitations and exclusions

- **9.1** Smarta is responsible for (i) making arrangements with the relevant Component Partners for them to make the Component Services comprised in the Tax and Accountancy Services available to you; and (ii) for providing Level-1 support only. Smarta is not responsible for providing the Component Services in the Tax and Accountancy Services and the provision of Component Services remains the sole responsibility of the applicable Component Partner.
- **9.2** Smarta does not provide any warranties in relation to the Services and you should rely on those warranties (if any) as are set out in the relevant EULA. Smarta is not responsible for the performance of its Component Partners nor for Component Partners' compliance with their EULA. Smarta will, however, pass on any complaints it receives from you in respect of the Component Services to the relevant Component Partner as part of the Level-1 support.
- **9.3** In view of the fact that the Tools come from a number of Component Partners and because of their nature and because such services are provided as 'Software as a Service' via the Internet, Smarta is not responsible for ensuring that the Services are always available. The EULA sets out the provisions which relate to the times at which the applicable Component Services will be available and any provision as to their restoration should the Component Services be unavailable at any time. The applicable Component Partner and not Smarta will be responsible for any restoration in accordance with the applicable EULA.
- **9.4** In particular, and:
 - **9.4.1** Without limiting any other provisions in these terms and conditions, Smarta makes no warranty that the Tool will be suitable for your particular needs or that the Site or Tools are free from infection by viruses or anything else that has contaminating or destructive properties;
 - **9.4.2** Without limitation, all warranties, terms and conditions which would otherwise be included by law are excluded from these terms and conditions.
- **9.5** The Site may contain inaccuracies and typographical errors. Smarta does not warrant the accuracy or completeness of the materials or the reliability of any advice, opinion, statement or other information displayed on the Site. You acknowledge that any reliance on any such opinion, advice, statement or information is at your own sole risk.
- **9.6** All Tools are provided solely on the terms and conditions of the EULA of the applicable Component Partner and not by Smarta.

10. Other Exclusions and Limitations

- **10.1** Except as expressly stipulated elsewhere in these terms and conditions, this clause 10 sets out the entire liability of Smarta (including any liability for the acts or omissions of its employees, agents and sub-contractors in respect of the Services) to you in respect of any breach of these terms and conditions, any use of the Services and any representation, statement, tortious act or omission (including negligence) arising out of or in connection with these terms and conditions.
- **10.2** Smarta's liability to you is limited as follows: (a) if there is fault on any part of the Site for which Smarta is responsible, our liability to you is to correct that fault as soon as reasonably practicable; (b) if there is a fault with any Tool or any part of the Site for which

a Component Partner is responsible we will work with the applicable Component Partner to correct the fault as soon as reasonably practicable.

- **10.3** Smarta shall not be liable for any indirect or consequential loss or damage of any kind or any loss of profits, business, goodwill, anticipated savings, business interruption or, loss of or corruption of information or programs or other data, or similar loss or pure economic loss whether such loss or damage was foreseeable or whether or not Smarta was aware that the same could occur, arising or from or relating to your use of or the inability to use the Tax and Accountancy Services, the Site or any Tool or otherwise and however arising, including by way of negligence.
- **10.4** Smarta shall not be liable for the Tool, or any other part of the Services which are provided to you by any Component Partner. Please check each applicable EULA which sets out the liability of the applicable Component Partner to you and any applicable exclusions of and limitations to such Component Partner's liability to you.
- **10.5** Smarta shall not be liable for any loss or damage arising directly or indirectly from any failure or delay by you in the carrying out of any instructions from Smarta or its agents or subcontractors or for any interruptions in or suspension of or inability to access the Services or any acts or omissions of any third party, including any financial institution or network operation.
- **10.6** Subject to the provisions of clause 10.7:
- **10.6.1** Smarta's aggregate liability to you in respect of all acts or omissions arising in any Billing Month which give rise to any claim is limited to a maximum of the amount you have paid for your Subscription Fee on the Billing Date at the beginning of that Billing Month is limited to a maximum of the amount you have paid for that 12 month period;
- **10.7** Save as expressly stipulated in these terms and conditions, all warranties, conditions and other terms concerning the Services which might otherwise be implied by these terms and conditions or any collateral agreement (whether by statute or otherwise) are hereby excluded from these terms and conditions to the fullest extent permitted by law. Nothing in these terms and conditions excludes or limits Smarta's liability for death or personal injury or for fraud or fraudulent misrepresentation.

11. Getting advice

- **11.1** Where Tool content is of a legal nature, Smarta recommends you seek advice from a suitably qualified professional advisor before acting on that content.

12. Permitted Uses

- **12.1** As a Subscriber you agree not to use the Services, Site or any Component Service for any purpose other than as expressly authorised herein or in the EULA for the applicable Component Service.
- **12.2** You agree not to adapt, modify, copy, reverse engineer, disassemble or decompile any part of the Services, Site, Services Materials, or Tool or any other material provided by Smarta, or permit any third party to do the same.

13. Changes

- **13.1** These terms and conditions may be amended at any time. Changes will be notified to you in writing, by post or by email to the address provided to us by you, and in either case may direct you to the relevant website where details of the change are posted. If a change is to your disadvantage, Smarta will give you 60 days' prior written notice in writing of the change. You may, by notice in writing to Smarta, to be received by Smarta no later than 60 days after the date of Smarta's notice as aforesaid, terminate these terms and conditions with immediate effect without additional charge. If a change is not to your disadvantage the change shall take immediate effect provided that Smarta shall notify you of the relevant details within 60 days. If Smarta has made a major change or a large number of minor changes in any one year, Smarta will send you a copy of the new terms and conditions or a summary of the changes or direct you to the web page where

the latest terms and conditions and/or summary of the changes are posted. Copies of the latest documents are available to you on request from Smarta.

- **13.2** Smarta is continually seeking to improve and update the Tax and Accountancy service. Consequently, Smarta reserves the right, at its discretion, to make changes to any part of the Services or Site subject to provision of reasonable prior notice to you and provided that you shall be entitled to, prior to the change taking effect, reject or terminate your Subscription at no cost if any change materially affects the Builder or Tax and Accountancy Services for which you are Subscribed or the Subscription Fee and/or other charges payable by you.

14. Data Protection and privacy policy

- **14.1** Data regarding your payment method and subscription will be hosted by Smarta. You agree that your data will be treated by Smarta in accordance with the terms of our privacy policy, available at [Privacy Policy](#) ("Privacy Policy"). Subject to clauses 14.2 and 14.3, Smarta will:
 - **(i)** Make best endeavours to keep your data confidential and will not disclose to third parties, and
 - **(ii)** Will abide by the terms of our Privacy Policy. Smarta will only process your data to the extent that it is necessary to ensure the provision of Services under these terms and conditions or as agreed by you in accordance with the Privacy Policy. Please note that Smarta's Privacy Policy may change from time to time and so you should check it regularly to see the most up to date version. Without prejudice to the foregoing, nothing herein shall prevent Smarta from disclosing any of your confidential information to third parties including its subcontractors, agents, only where it reasonably considers such disclosure to be necessary in pursuance of the supply of the Services or to comply with any duty or obligation imposed by law, regulators, or the order of a court of competent jurisdiction.
- **14.2** For the purposes of making arrangements with Component Partners for the Component Services to be made available to you, for making payment to Component Partners and for reconciling Component payments and revenue share payments, Smarta may share personally identifiable information and other data with Component Partners, distribution partners and other organisations mentioned in our Privacy Policy only to the extent necessary to ensure the provision of the Component Services and operation in conjunction with the Services.
- **14.3** Data entered directly into Tools is hosted by the relevant Component Partners and will be treated according to their terms and conditions and not this agreement.
- **14.4** In any case where you have given Smarta information about individuals (including the Primary Users and Authorised Users), you represent and confirm that those individuals have appointed you to act for them to consent to the processing of their personal data for the purpose of the performance of these terms and conditions and to the transfer of that information abroad and to receive any data protection notices on their behalf. Without prejudice to any other agreement that you have with Smarta permitting the wider use of personal data, Smarta shall use the data provided by you only for the purposes of supply of the Services.
- **14.5** You agree to comply with all data protection and privacy laws and regulations when using the Tax and Accountancy and Services. If you access the Services and/or Tax and Accountancy from any country outside the European Economic Area it shall be your responsibility to take all appropriate measures to ensure that personal data is processed in accordance with the provisions of the Data Protection Act 1998 (and any amendments or replacement thereof) as if the same were applicable and also in accordance with the relevant laws and regulations applicable in the country in question.
- **14.6** You agree to maintain in confidence, and shall procure that the Primary User and Authorised Users maintain in confidence the Services Materials, the Tax and Accountancy, and any other material disclosed by Smarta related to the Services and/or

Tax and Accountancy, whether in tangible or intangible form and that neither you, the Primary User nor Authorised Users shall disclose the same to any third party except in pursuance of these terms and conditions.

15. Compliance with EULA and Indemnity

- **15.1** You agree in all respects to comply with each EULA.
- **15.2** You agree to indemnify and to keep indemnified Smarta in respect of all claims, costs, losses and expenses which may arise out of any failure of you to comply with any EULA.

16. Contact/Complaints procedure

- Should you have reason to contact us or to complain, you may do so by telephone, in writing by email or by post. If you have a complaint, please contact us directly, any complaint will be investigated fully by our customer relations team and you will receive a prompt reply:

By telephone: +44 (0) 330 335 1573

By email: support@smarta.com

By post to: No. 1 Croydon 7th Floor, 12-16 Addiscombe Road, Croydon, England, CR0 0XT

17. General

- **17.1** References to clause numbers are to clause numbers in these terms and conditions.
- **17.2** The headings in these terms and conditions are for ease of reference only and shall not affect their interpretation or construction.
- **17.3** You may not assign, sub-licence or otherwise transfer these terms and conditions or your Subscription.
- **17.4** If any court of competent jurisdiction finds any provision of these terms and conditions invalid, the invalidity of that provision will not affect the validity of the remaining provisions, which shall remain in effect.
- **17.5** Failure by Smarta to exercise any right or remedy under these terms does not constitute a waiver of that right or remedy.
- **17.6** Each Component Partner shall have the right to enforce these terms and conditions and the EULA applicable to the Tools it provides against the Subscriber. Smarta shall have the right to enforce these terms and conditions as the Data Controller and the ultimate provider of the Tax and Accountancy. With the exception of the Component Partners, a person who is not a party to these terms and conditions shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of these terms and conditions. This shall not affect any right or remedy of a third party which exists or is available apart from that Act. For the avoidance of doubt, the parties to these terms and conditions are Smarta and the Subscriber.
- **17.7** Smarta shall have no liability to you under these terms and conditions if it is prevented from or is delayed in performing its obligations under these terms and conditions, or from carrying on its business, by any abnormal or unforeseeable circumstances beyond its reasonable control including (without prejudice to the generality of the foregoing and without limitation) acts of God, expropriation or confiscation of facilities, any form of war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, and floods, fires, explosions or other catastrophes or natural disasters, compliance with a law or governmental order, rule, regulation or direction, or failure of equipment, software or communications network(s) (including any failure or interruption of the Services or a Tool due to or connected with any breakdown

or failure of the Internet or any telecommunications systems or any computer hardware or software of Smarta, the Component Partner or any third party which is required for the performance of the Tax and Accountancy Services, Site or any Tool (including without limitation, any breakdown or failure caused by a computer virus or hacking)) or other circumstances affecting the supply of goods or services (a "Force Majuro Event").

- **17.8** These terms and conditions constitute the entire understanding and agreement between you and Smarta in relation to the Tax and Accountancy the Tax and Accountancy Services and the Site. Your use of the Tools is subject to additional and separate terms and conditions published by the Component Partner in the applicable EULA.

18. Governing Law and Jurisdiction

- **18.1** These terms and conditions including all non-contractual disputes arising out of them are governed by the laws of England and Wales. Each party submits to the exclusive jurisdiction of the English courts.
- **18.2** Each EULA is governed by the law specified in it which may not be English law. You should check each EULA for the appropriate governing law and jurisdiction.