



TAX SYSTEMS



# MTD Compliance Portal End User Licence Agreement

7 November 2019

Version 1.0



## PLEASE READ THESE LICENCE TERMS CAREFULLY

This End User Licence Agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and either:

- (a) Tax Computer Systems Limited (TCSL, **Licensors, us** or **we**) incorporated and registered in England and Wales with company number 05347048 whose registered office is at Magna House, London Road, Staines-Upon-Thames, TW18 4BP

or

- (b) Tax Computer Systems Limited (TCSL, **Licensors, us** or **we**) incorporated and registered in Ireland with company number 361507 whose registered office is at 7 HerHerbert Street, Dublin 2, D02 K838

for:

- TCSL software known as AlphaVAT, AlphaBridge, Making Tax Digital (MTD) Compliance Portal or the TCSL Application (**Software**); and
- Online documentation (**Documentation**).

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

## OPERATING SYSTEM REQUIREMENTS

We recommend that you use the latest version of Google Chrome, Internet Explorer, Microsoft Edge, Firefox or Safari to run the Software effectively.

## AGREED TERMS

### 1. GRANT AND SCOPE OF LICENCE, MINOR CHANGES, UPDATES AND UPGRADES

- 1.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this Licence until terminated in accordance with this Licence.
- 1.2 You may:
- (a) Download and use the online Software:
  - (b) Receive, access and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time (but see paragraph 1.3) The Software will work with the current or previous version of supported web browsers (as they may be updated from time to time); and
  - (c) use any Documentation in support of the use permitted under paragraph 1.2.
- 1.3 We may update or require you to update the Software, provided that the Software shall always match the description of it that we provided to you before you bought it.

### 2. Restrictions

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

- (a) not to permit multiple end users to access the Software using shared login credentials;
- (b) not to copy the Software or Documentation, 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;
- (c) not to rent, lease, resell, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or Documentation nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Software to obtain the information necessary to create an independent program that can be operated with the Software or with another program (**Permitted**

**Objective**), and provided that the information obtained by you during such activities:

- (i) is used only for the Permitted Objective;
  - (ii) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - (iii) is not used to create any software that is substantially similar in its expression 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 include our copyright notice on all entire and partial copies of the Software in any form;
  - (g) not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us;
  - (h) to comply with all applicable technology control or export laws and regulations.

### **3. Intellectual property rights**

- 3.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software or the Documentation other than the right to use the Software and the Documentation 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 other than as expressly provided in this Licence.

### **4. Warranty**

- 4.1 We warrant that:
  - (a) the Software will, when properly used on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documentation;
  - (b) the Documentation correctly describes the operation of the Software in all material respects at the date of installation of the Software.
- 4.2 If on the date of installation of the Software you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documentation, we will, at our sole option, either repair or

replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

4.3 The warranty does not apply:

- (a) if the defect or fault in the Software results from you having altered or modified the Software;
- (b) if the defect or fault in the Software results from you having used the Software in breach of the terms of this Licence;

**5. Our responsibility for loss or damage suffered by you**

- 5.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Licence or our failing to use reasonable care and skill but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Licence was made, both we and you knew it might happen. Our liability to you hereunder is capped at the amount you paid for the Licence.
- 5.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 5.3 **When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation as set out in clause 5.1. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 5.4 **We are not liable for business losses.** We are not liable for any losses that relate to loss of income, business or profits, business interruption, loss of business opportunity or any loss or corruption of data in connection with your use of the Software.
- 5.5 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 in the Documentation meet your requirements.

## **6. Termination**

- 6.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 6.2 If the licence between us is terminated for any reason whatsoever under the head licence terms and conditions, this Licence shall terminate automatically.
- 6.3 Upon termination for any reason:
- (a) all rights granted to you under this Licence shall cease;
  - (b) you must 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. Communications between us**

- 7.1 If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email to Tax Computer Systems Limited at [support@taxsystems.com](mailto:support@taxsystems.com). We will confirm receipt of this by contacting you by email.
- 7.2 If we have to contact you or give you notice in writing, we will do so by email or by post to the address you provide or confirm to us.

## **8. How we may use your personal information**

We will only use your personal information as set out in our <https://www.taxsystems.com/privacy-policy>.

## **9. Other important terms**

- 9.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 9.2 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 9.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 9.4 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 9.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.
- 9.6 BY CLICKING ON THE "ACCEPT" BUTTON YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.



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