

Liberty Accounts Legal Notices New Business Terms & Conditions

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BACKGROUND

- ◆ Athene provides its web based accounting and payroll service, Liberty Accounts ('the Service') through its internet accessible accounts and payroll processing system ('the System'), both to Partner Accounting Organisations for use by their clients or to its own clients directly. This agreement relates to an end user who is a direct client of Athene.
- ◆ When clients use the System, they must first set up on the System each of their separate business entities whose records they wish to access through the System as a 'Business Entity'

AGREEMENT

Subject to agreement and compliance with the end user agreement, a user may create a Business Entity.

Subject to you registering with us as a user of the System, you may create one Business Entity on the System and use it for up to one month on a trial basis. The only restriction during this trial period is that you will not be able to print out any reports that are generated.

The service is only intended for small enterprises with turnover not in excess of £2.8 million (or in the case of a small group £3.36 million gross)

Athene will grant you a service key for each Business Entity you wish to set up on the System and use beyond the initial one month trial period subject to your compliance with the terms of this agreement and your acceptance of our terms on the payment of the monthly subscription fee detailed in the published price list plus any VAT at the relevant rate. Your use of the System beyond the trial period will be subject to our usual terms and conditions of business at the time

When a valid service key is granted payment will commence on the first day of the month following and will represent one month's payment in advance. In the event of termination for any reason there will be no refund for any unused days in the current month.

Business Entities that have not been paid for within one month of creation are considered to be trial data and will be deleted, along with any data relating to the business. We will not be liable for any loss that you suffer as a result.

This Agreement applies in the absence of a signed licence agreement between you, as Licensee, and us, as Licensor; any such signed licence agreement shall supercede this Agreement.

Technical support for the use of Liberty Accounts is provided by e-mail to a single point of contact in the Licensee organisation. Athene Systems Ltd will not provide accounting advice or accounting instructions. These questions must be directed to a suitably qualified accountant.

You acknowledge your responsibility for ensuring that your accounting records for the Business Entity are kept up to date and in good order on the system. Athene will not be responsible for any errors or omissions or for the detection of irregularities or fraud or shortcomings in such records.

USE LIMITATIONS

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LIMITATION OF LIABILITY

IN NO EVENT WILL OUR, THE LICENSOR'S, LIABILITY FOR ANY DAMAGES EVER EXCEED ONE YEAR'S SUBSCRIPTION COST.

TERMINATION OF LIABILITY

To the extent that we, the Licensor, notwithstanding the above disclaimers, remains legally liable to you, the Licensee, such liability shall expire six months from the Date of this Agreement.

LIMITATION ON TRANSFER OF INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE

This software is owned by us, the Licensor and our suppliers, and its structure, organisation and code are the valuable trade secrets of us and our suppliers. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in the trademark. Except as stated above, this Agreement does not grant you any intellectual property rights in the software.

NOT TO DAMAGE THE SYSTEM

You, the user agrees not to cause or permit anything that may damage or endanger the system or Athene's title to it or assist or allow others to do so.

DATE OF AGREEMENT

The 'Date' of this Agreement, as used herein and in all previous and subsequent sections, shall be the day that Licensor accepts the agreement on sign up.

GOVERNING LAW

This Agreement is governed by the Laws of the England and Wales.

OTHER

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.