



**Liberty  
Accounts**

EST. 1996

New User Terms  
Version 2.1

## Liberty Accounts Legal Notices

### New User Terms & Conditions

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Liberty Accounts is a trademark of Athene Systems Ltd ('Athene'). All other brand and product names are trademarks of their respective holders. Athene provides its web based accounting and payroll service ('the Service'), to Partner Accounting Organisations, which enables them to provide their clients with Internet accessible accounts and payroll processing. In some cases Athene enables direct clients to use its Internet accessible accounts and payroll processing system ('the System').

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'

#### LICENCE AGREEMENT

This is a legal agreement between you an individual user (hereinafter known as 'Licensee'), and Athene (hereinafter known as 'Licensor'), which comes into effect immediately you use this software ('the Software'). **BY USING THIS SOFTWARE, YOU ACCEPT AND BECOME BOUND BY THE TERMS OF THIS AGREEMENT.** If you do not agree to the terms of this Agreement, you are not required to use the software.

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

#### GENERAL LICENCE TERMS

#### USE LIMITATIONS

You may not rent, lease, lend, sublicense, time-share, distribute, sell or assign the licence to use the Software. **YOU MAY NOT OTHERWISE DISTRIBUTE, COPY, REPRODUCE, SUBLICENSE, SELL OR OTHERWISE DISTRIBUTE THE LICENSED SOFTWARE. IN NO EVENT MAY YOU OR ANY OTHER PARTY MODIFY, ADAPT, TRANSLATE, REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, OR CREATE DERIVATIVE WORKS BASED ON THE SOFTWARE.** If you do so or attempt to do so, this licence will be terminated and we reserve the right to seek legal redress.



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## DISCLAIMER OF WARRANTY

The Software is provided AS IS. To the extent permitted by applicable law, WE, THE LICENSOR, AND OUR SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE AND MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

## EXCLUSION OF CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES

To the extent permissible by law, NEITHER WE, THE LICENSOR NOR OUR SUPPLIERS SHALL BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, including lost profits, lost savings or other incidental or consequential damages arising out of the use of or inability to use the licensed software, even if we and our suppliers have been advised of the possibility of such damages.

## 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 180 days from the Date of Termination 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 agree not to cause or permit anything which may damage or endanger the system or Athene's title to it or assist or allow others to do so.

## SERVICES TO BE PROVIDED BY LIBERTY

Use of accountancy processing by you, the Licensee, for a particular Business Entity is subject to the existence of a valid service key for that Business Entity. Such service keys will be granted either by Liberty Accounts or a Partner Accounting Organisation subject to a supplementary agreement for a supply of services being entered into at the time of setting up each Business Entity.

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

Athene agrees to make the Liberty Accounts System available for the valid access by a user to his Business Entity(ies). The service will from time to time require system shut down time to allow for maintenance, improvements and upgrades. Liberty Accounts will keep these periods to a minimum and where practicable will perform them overnight. Notification of a shutdown will be sent by system message and where possible at least 24 hours notice will be given.

## DATA AND PRIVACY

All data is currently stored on servers based in the UK. In the event that any data storage is moved outside of European Union jurisdiction, users will be advised in advance and will be free to terminate their Agreement without penalty.

## TERMINATION

Either party may terminate this agreement at any time by serving the other three months notice to that effect at the end of which the user will no longer be able to use the Service or the System. It will be the responsibility of you, the Licensee, to ensure that any necessary records are extracted from the System during the three months period.

This agreement can be terminated immediately by Athene in the event of any breach by the user of the General Licence Terms.

In the event of this agreement being terminated the user shall immediately pay all arrears of payments due under the supplementary business entity agreements either to Athene or the Partner Accounting Organisation.

## FORCE MAJURE

Both parties shall be released from their respective obligations in the event of national emergency war prohibitive government regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible whereupon all money due under the supplementary business entity agreements either to Athene or the Partner Accounting Organisation shall be paid.



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## 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.

## AMENDMENTS TO THIS AGREEMENT

Athene reserves the right to amend the terms of this agreement by giving at least one months notice of changes by system message.

## 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.