

## **Terms of Use - Haibooks**

### **1. AGREEMENT**

- 1.1. These terms (**Terms**) are the terms that govern your use of our proprietary cloud-based accounting software “hAlbooks” (provided by Haibooks Limited, company number 10009323, Registered Address Office L39, One Canada Square, Canary Wharf, London, E14 5AB), through our website and mobile application (**Platform**) (**Services**).
- 1.2. Haibooks is registered as an agent with the Financial Conduct Authority under the Payment Services Regulations 2017 (reference number 917283) for the provision of payment services.
- 1.3. References in these Terms to ‘we’, ‘our’, or ‘us’ are references to Haibooks Limited. Reference in these Terms to “you” or “your” are references to the person who registers to use the Service, and includes any entity on whose behalf you register to use the Service.
- 1.4. By accepting these Terms when you order the Services, by clicking “I Accept”, for example, or using or installing the Services, you agree to these Terms. You should review these Terms carefully before accepting them and if you do not agree to any part of them then you should not use the Services and will be prevented from doing so. You can keep a copy of these Terms for reference.
- 1.5. By accessing and using our Services you represent and warrant to us that you are legally permitted to and have authority to accept these Terms, you are at least 18 years old, your use of the Services would not be in contravention of any law, regulation, order, decision, or investigation, and you will comply with these Terms and all applicable local laws at all times.
- 1.6. Your use of the Platform will also be subject to third party terms that may apply, such as for APIs which integrate with our Platform. You will be presented with a copy of such third party terms when using the relevant part of the Platform.
- 1.7. We will always communicate with you in English by email.

### **2. THE SERVICES**

- 2.1. For as long as you pay us the fees due and comply with these Terms, and until such time as your subscription ends, whether ended by us or you for whatever reason, we will grant you access to the Platform to use the Services. We retain all other rights in the Platform and Services.
- 2.2. You may use the Services and Platform on behalf of other people to provide services to them, and can invite them to use the Platform. If you provide access to the Platform to other people (see part 4 below) it is your responsibility to ensure that they comply with these Terms as well- they will also be asked to accept the Terms when they register to use the Platform.
- 2.3. Account Information Services: the Platform includes the ability to see real-time bank account information that feeds directly in to your accounts. We use open banking APIs to do this which you will need to approve and give your consent to each time you want to use this part of the Services. Each consent will last for 90 days before expiring although you can withdraw your consent at any time prior to that by disconnecting the bank feed.
- 2.4. The Services do not include the following, which you, or your User (see part 4) as applicable, are responsible for arranging and paying for as may be needed:
  - any services, systems, equipment, charges, fees, software, software updates or upgrades required to access the internet (and which you will need to access the Services in any event);
  - integration with your software or system;
  - data backup or disaster recovery facilities; or

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- legal, accounting or other professional or regulated services or advice.

2.5. You must only use the Services for your own lawful internal business purposes.

### **3. PAYMENT**

3.1. All of the Services must be paid for by monthly subscription. You will need to provide us with details of a debit or credit card that is acceptable to us or pay by another method that we notify you. We will invoice you monthly in £GBP all fees (plus any applicable taxes such as VAT) for the Services you have selected as advertised on our product pages. Your account will first be debited when you subscribe and provide your payment information.

3.2. You will not be able to access the Services until we have received payment in full. If your payment and registration information changes or is not accurate then we may terminate or suspend your account and use of the Services. It is your responsibility to keep your details up to date, complete and accurate. Access to the Services may take up to 2 business days from when you provide us with sufficient details.

### **4. ACCOUNTS AND USERS**

4.1. The type of subscription you pay for will determine how many User accounts you can create, and what type the accounts are. Accounts may be created for your own employees or contractors (**Personnel**) and/or for your clients and their employees or contractors (**Clients**) (together called **Users**). Where you have the right to determine who else may access the Platform;

- you determine what level of access the User has and can control their level of access during the term of your subscription;
- you are responsible to us for all actions of the User as if they were your own;
- you shall ensure that all use of the Services by Users is at all times in accordance with these Terms; and
- you shall ensure that the number of Users does not exceed the number of purchased User accounts, although you may remove Users and replace them with other individuals.

4.2. All Users will be presented with these Terms and must accept them before accessing the Services. As a User of the Services these Terms apply to you each time you access the Services.

4.3. We reserve the right to terminate any User's access to the Services for breach of these Terms, and this may have the effect of revoking all Personnel and Clients' access as well.

4.4. You must keep all passwords and account details confidential and private, and ensure that all Users keep the same confidential and private as well. You, or your Users, must immediately tell us if you lose your password or account details or if you are aware or concerned about any unauthorised access or breach of security. We will reset your password and take any other steps we consider necessary to protect the Services.

### **5. LIMITATIONS ON THE LICENCE AND SERVICES**

5.1. Except as otherwise expressly permitted by these Terms, you are not permitted to do any of the following, attempt any of the following, or procure or facilitate on behalf of anyone else, any of the following:

- copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, (in each case whether

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or not for charge) or in any way commercially exploiting any part of the Services or Platform;

- permitting any use of the Services or Platform in any manner by any third party or making the Services or the Platform (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing;
- combining, merging or otherwise permitting the Services or Platform (or any part of it) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or
- attempting to reverse engineer, observe, study or test the functioning of or decompile the Services or Platform (or any part).

5.2. We may need to modify the features and functionality of the Services at any time by providing updates or upgrades, which you may need to accept in order to continue using the Services. Additionally we may establish new limits on the Services, including limiting the volume of data which may be used, stored or transmitted in connection with the Service, or remove or restrict application programming interfaces. We will endeavour to provide you with details in advance of these changes apart from where we deem them to be incremental or not material to your use of the Services, or in emergency situations.

### **6. WARRANTIES AND DISCLAIMER**

- 6.1. We do not provide professional advice. We are not accountants or advisors in any way. We provide a solution for online accounting records and data. If you require professional advice you should speak to an appropriately qualified advisor.
- 6.2. We warrant that the Services shall operate materially in accordance with their description when used in accordance with these Terms under normal use and normal circumstances.
- 6.3. The Services are provided on an “as basis” and to the fullest permissible extent, we disclaim all warranties and conditions as to the Services including but not limited to implied warranties relating to quality, fitness for a particular purpose, ability to achieve a particular result, non-infringement of intellectual property rights, accuracy of results, reliability, safety of data, or otherwise.
- 6.4. We make no warranty and disclaim to the fullest permissible extent that your use of the Services will comply with or ensure compliance with your legal or other obligations. It is your sole responsibility to ensure that you use the Services in accordance with applicable law or regulation.

### **7. LIABILITY AND INDEMNITY**

- 7.1. Our maximum liability to you for all and any claims of whatever nature and whether based on contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with the Services shall be limited to a sum equal to the fees you paid for the Services in the 12 month period prior to such claim.
- 7.2. To the fullest extent permissible at law we shall not be liable to you for any:
- any loss of profit, business, contracts, opportunity, goodwill, revenues, anticipated savings or similar loss, or any loss or corruption of software or data, viruses, spyware, or any such claims or losses by third parties (and in each case, whether these losses are direct, indirect, special or consequential);
  - any indirect, special or consequential loss or damage (whether for loss of profit or otherwise);
  - incorrect operation or use of the Services by your or your Users;

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- use of the Services other than for the purposes for which it is intended;
  - use of any Services with other software or services or on equipment with which it is incompatible;
  - any act by any third party (including hacking or the introduction of any virus or malicious code).
- 7.3. You take full responsibility and shall accept all liability in respect of the use you make of the Services and the results and reports you achieve from them and any interpretation of the same by you.
- 7.4. We do not limit or exclude our liability to the extent the same cannot be excluded or limited by law.
- 7.5. You shall indemnify us, keep us indemnified and hold us harmless from and against all losses, damages, claims, liabilities, fees, costs and expenses we incur arising out of or in connection with your use or use by your Users of the Services or breach of these Terms.

### **8. INTELLECTUAL PROPERTY**

All intellectual property rights in and to the Services belong to us and shall remain vested in us. Except for the rights expressly granted in these Terms neither you nor your Users shall acquire in any way any title, rights of ownership, or intellectual property rights of whatever nature in the Services and no intellectual property rights are transferred or licensed to you or your Users as a result of us granting you permission to access and use the Services.

### **9. CUSTOMER CONTENT AND DATA**

- 9.1. You are solely responsible for the accuracy, quality, integrity and legality of all information, data, personal data, and other materials (**Customer Content**) that you use, store, upload or make available through the Services. We are not responsible for Customer Content and you agree not to use the Services, or allow any third party to use the Services to, upload, publish, link, distribute, or send:
- any materials that are illegal, defamatory, threatening fraudulent, obscene, or inappropriate; or
  - viruses, malware, spyware, or other harmful software.
- 9.2. We may monitor Customer Content but have no obligation to do so. We may remove Customer Content that is made available in breach of these Terms.
- 9.3. You are responsible for maintaining safe backups and copies of any Customer Content, including as necessary to ensure the continuation of your, and your Users', businesses. You must extract Customer Content from the Service prior to the termination or expiry of your subscribed Services or the cessation or suspension of any of the Services.
- 9.4. We routinely back up our systems and data for our own business continuity purposes and this may include the Customer Content. Notwithstanding this, we are not responsible for ensuring the safety, security or integrity of the Customer Content, and do not guarantee that you will be able to recover Customer Content from us, and do not provide any promise or accept any obligation to assist you in the same. We may provide you with the facility to export Customer Content during, and after, your subscription.

### **10. RENEWALS AND TERMINATION**

- 10.1. Your subscription will automatically renew, depending on what package of Services you have paid for, at the rates from time to time in force and as advertised, unless you cancel your subscription at least one month prior to the renewal date, or we terminate it beforehand.

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- 10.2. If you have paid up-front for a fixed term subscription we will not issue any refund for the remaining period if you end your access to the Services before the fixed term subscription ends.
- 10.3. Either party may terminate the provision of any of the Services for convenience on not less than one month's prior written notice to the other. If you terminate the provisions of the Services by providing written notice, we will debit your account or invoice you for all fees due up to the date of termination.
- 10.4. If you:
- commit a material breach of these Terms and such breach is not remediable;
  - commit a material breach of these Terms which is not remedied within 10 days of receiving written notice of such breach; or
  - become insolvent, go into liquidation or administration, make any arrangements with your creditors, or take any steps to do any of the same,

we may at our discretion terminate or suspend your access to the Services:

### **11. DATA PROTECTION**

#### 11.1. In this clause 11:

- Appropriate Safeguards means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time;
- Controller, Data Subject, international organisation, Personal Data, Personal Data Breach, Processor and processing shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly);
- Data Protection Laws means, as binding on either party or the Services:
  - (i) the GDPR;
  - (ii) the Data Protection Act 2018
  - (iii) any laws which implement any such laws; and
  - (iv) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
- GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679;
- Protected Data means Personal Data received from you or on your behalf in connection with the performance of our obligations to provide the Services; and
- Sub-Processor means any agent, subcontractor or other third party (excluding its employees) we engage for carrying out any processing activities on your behalf or on behalf of your Users in respect of the Protected Data.

- 11.2. When you subscribe to and use the Services we will collect and process Protected Data about you and your Users. Where we are a controller of the Protected Data that we collect or use (for example if we provide payroll services to you through the Platform) our Privacy Statement <https://haibooks.com/PrivacyPolicy> describes the reasons we collect it, how we use it and your rights over it. Where we process the Protected Data you provide to us, this clause 11 applies.

### **Data Processing**

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- 11.3. You are a Controller and we are a Processor for the purposes of processing Protected Data pursuant to the Services. We shall process Protected Data in compliance with the obligations placed on us under Data Protection Laws and these terms, which shall constitute your instructions to us in respect of the Protected Data, except where otherwise required by applicable law.
- 11.4. You shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data and ensure all instructions given to us in respect of Protected Data shall at all times be in accordance with Data Protection Laws.
- 11.5. You shall indemnify and keep indemnified us against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by you of your obligations under this clause 11.
- 11.6. Taking into account the state of technical development and the nature of processing, we shall implement and maintain technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 11.7. You consent to us using third party data sub-processors provided that we:
- appoint each sub-processor under a written contract containing materially the same obligations as under this clause 11;
  - ensure all sub-processors are subject to a binding written contractual obligation to keep the Protected Data confidential;
  - remain liable to you under these terms for all the acts and omissions of each sub-processor as if they were our own; and
  - provide you with notice of any appointments and removals of sub-processors by posting details at <https://haibooks.com/UserAgreement>
- 11.8. You agree that we may transfer Protected Data to countries outside the European Economic Area (EEA) provided all transfers of Protected Data shall (to the extent required under Data Protection Laws) be effected by way of Appropriate Safeguards and in accordance with Data Protection Laws. The provisions of this clause 11 shall constitute your instructions with respect to transfers in accordance with clause 11.3.
- 11.9. At your cost, and insofar as this is possible we shall assist you in:
- ensuring compliance with your obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to us; and
  - the fulfillment of your obligations to respond to requests for exercising the Data Subjects' rights under GDPR.
- 11.10. We shall notify you without undue delay and in writing via email on becoming aware of any Personal Data Breach in respect of any Protected Data. Any such notification shall not be construed as an admission of liability or responsibility.

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- 11.11. On the end of the provision of the Services relating to the processing of Protected Data, at your cost and election, we shall either return all of the Protected Data to you or securely dispose of it except to the extent that any applicable law requires us to store such Protected Data. We may de-personalise any information we hold at any point and use it for the purpose of aggregated analysis of the Services, including Protected Data that you request to be returned.
- 11.12. We may extract aggregated anonymised statistical data from the your use of the Platform, including from the Customer Content and Protected Data, for our own business purposes to develop and improve the Services and Platform; and to provide such aggregated anonymised statistical data to third parties provided always that no personally identifiable information shall be disclosed.

### **12. GENERAL**

- 12.1. These terms together with any other terms or policies provided to you constitute the entire agreement between us relating to the Services and supersede all previous agreements, understandings and arrangements between us.
- 12.2. Each party acknowledges that it has not relied on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms.
- 12.3. Any notice given by either party must be in writing in email or post; in our case to [support@haibooks.com](mailto:support@haibooks.com) or our registered office address, and in your case to the address or email address you provided when you registered for the Services.
- 12.4. We may update these Terms from time to time and will notify you by email as far in advance of any update as reasonably possible, unless the update relates to the information we have to provide under the Payment Service Regulations 2017 in which case we will give you at least 2 months' notice of the update. You may not vary these Terms in any circumstances and no purported variation or update will be valid.
- 12.5. Except as expressly provided in these Terms, you shall not assign, sub-contract, sub-licence, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of your rights or obligations.
- 12.6. The parties are independent and are not partners or principal and agent and these Terms do not establish any joint venture, trust, fiduciary or other relationship between us, other than the contractual relationship expressly provided for. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.
- 12.7. If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Terms shall not be affected.
- 12.8. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under these Terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 12.9. If you wish to complain about any aspect of our service please contact [support@haibooks.com](mailto:support@haibooks.com) in the first instance and we will try to resolve the complaint amicably with you. You will need your account number and details of the circumstances behind the complaint. We do not have a relationship with an alternative dispute resolution provider at the moment.

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- 12.10. These Terms and any dispute or claim arising out of, or in connection with, them, their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 12.11. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, their subject matter or formation (including non-contractual disputes or claims).