

## CONTENT

### TERMS OF SALE

1. Prices.....	2
2. Subscriber discount.....	2
3. Delivery .....	2
4. Payment .....	2
5. No-obligation free trial.....	2
6. Time to reconsider .....	2

### TERMS OF USE

#### General terms of use for our online products

1. Licence .....	3
2. Restrictions on Use.....	3
3. Access to the Service .....	3
4. Access to the helpline.....	4
5. Linking .....	4
6. Content and Disclaimer .....	4
7. Limitation and Exclusion of Liability.....	4
8. Intellectual Property Rights .....	5
9. Duration and Pricing .....	5
10. Privacy and Data Protection Notice .....	5
11. Assignment.....	8
12. Force Majeure .....	8
13. Applicable Law.....	8
14. Entire Agreement.....	8
15. Variations.....	8

### SPECIFIC TERMS OF USE

#### Memo products

1. Definitions .....	9
2. Terms of use of the Licensed Material .....	9
3. Terms of use of the Advice Line.....	10
4. Proprietary rights.....	11
5. Subscribers' obligations.....	12
6. Warranties .....	12

7. Disclaimer .....	12
8. Access to the Licensed Material .....	12
9. Limitation of liability and indemnity.....	12
10. Termination .....	13
11. Data Protection Policy.....	13
12. Miscellaneous.....	13

#### ClientLink

1. Definitions .....	15
2. Contract .....	15
3. Use of ClientLink.....	16
4. Use of personal data .....	16
5. Intellectual property rights.....	17
6. Website .....	17
7. Prices and Payment.....	17
8. Complaints.....	18
9. Limitations and exclusions of Liability.....	18
10. Force Majeure .....	19
11. Termination .....	19
12. Notices.....	19
13. General .....	19

## TERMS OF SALE

### 1. Prices

Prices exclude VAT. UK delivery is included. Please contact our Customer Services department (01233 653500 or [customer.services@indicator-flm.co.uk](mailto:customer.services@indicator-flm.co.uk)) to ask for more information about delivery outside of the UK.

### 2. Subscriber discount

If you already have an active subscription, you're entitled to a discount when you order a book or Special Report or to a first-year discount on each extra subscription, unless otherwise stated. There's only one condition: the extra subscription should have the same delivery and invoice address as the first one. This discount cannot be combined with other promotional offers.

### 3. Delivery

We will process your order immediately. The publication(s) you ordered, such as books and Special Reports will be delivered by post within one month, though the average delivery time is one week. The invoice will be sent together with the publication. If there are any problems, we will contact you immediately.

A newsletter subscription starts with the first issue following your order.

If you've taken a digital subscription, you'll receive an email to register after your order has been processed.

### 4. Payment

We would appreciate prompt payment after receipt of the invoice. If you paid online, you will receive an invoice confirming your payment. If, for any reason, your online payment was not processed, the amount payable should be settled via a bank transfer to the account number mentioned on the invoice and before the due date mentioned.

The invoice for a newsletter subscription will be sent to you separately. Invoices for other orders will be sent with the publication. If you have a subscription to a Memo, the subscription fee will automatically be renewed and payable for the next year, when the new Memo edition is published.

### 5. No-obligation free trial

After the free trial period, you can decide whether you want to take out a subscription. In order to guarantee uninterrupted access, we will send you an invoice. But if you don't want to continue, you can simply ignore the invoice and subsequent reminders.

### 6. Time to reconsider

You have up to 14 days after receipt of your order, or the first issue of your newsletter, to cancel. You can do this by phone, email, letter or fax. You must return your order to us in its original packaging within 14 days. You are responsible for delivery charges.

## TERMS OF USE

### General terms of use for our online products

The following terms and conditions apply to your use of any of our online products ('the Service') and the materials and information it contains ('Materials'). By purchasing the right to use the Service you agree to these terms and conditions.

The Service is operated by  
Indicator - FL Memo Ltd  
Calgarth House  
39-41 Bank Street  
Ashford, Kent TN23 1DQ  
VAT GB 726 598 394

### 1. Licence

You may use the Service and Materials that appear on it from time to time and for this purpose you may:

- Display the Materials on screen.
- Reproduce single printouts of individual items.
- Store the Materials or any part in a database whether in hardcopy or electronically.

### 2. Restrictions on Use

You may not:

- Use the Service or Materials in a way that infringes the copyright or proprietary interests therein.
- Make multiple printouts or copies of Materials for distribution.
- Re-sell the Service or any part of the Materials to others.
- Download, store, reproduce, transmit, display, copy, distribute or use the Materials other than as permitted in paragraph.

Any other use requires our consent in writing.

### 3. Access to the Service

- Only you shall be entitled to use the Service ('Authorised User').
- Materials may be added to or withdrawn from the Service and both the Service and
- Materials may be otherwise changed without notice.
- You must ensure that each person having access to the Service and Materials is an Authorised User.
- Your password is for your own personal use and you may not make it available to others for the purpose of using the Service. If we suspect that your password is being used by someone who is not an Authorised User, we may cancel your subscription.
- We may suspend your access to the Service at any time without compensation if we suspect, on reasonable grounds, that you have breached these terms and conditions.

#### 4. Access to the helpline

Whilst there is no defined limit to the number or length of calls, the service is provided based upon the commercial resources made available to Indicator - FL Memo Ltd in respect of the subscriptions received in relation to its publications. Indicator - FL Memo Ltd reserves the right to impose limitations on the number of calls received and/or the length of calls in the event that the demand for the service exceeds the ability of Indicator - FL Memo Ltd to provide the service within its commercial limitations.

Indicator - FL Memo Ltd reserves the right to make such impositions on a general basis to all its subscribers, or on a specific subscriber basis due to excessive usage that constitutes abuse of the spirit of the service. Indicator - FL Memo Ltd reserves the right to refuse the service to any subscribers who act in an abusive or offensive manner including (but not restricted to) acts of verbal discrimination or religious or political prejudice. In circumstances where the service is refused the subscriber will not be entitled to a refund.

Indicator - FL Memo Ltd further reserves the right to amend these terms and conditions at any time.

#### 5. Linking

If you would like to link to any of our online products, please read and comply with the following guidelines and all applicable laws.

A site or service that links to an online product from Indicator - FL Memo Ltd:

- May display the site logo. If you have any queries or would like more information about creating links to one of our online products, please email [customer.services@indicator-flm.co.uk](mailto:customer.services@indicator-flm.co.uk).
- May not remove, distort or otherwise alter the size or appearance of the logo.
- Must not in any way imply that Indicator - FL Memo Ltd is endorsing them or their products or services.
- Must not misrepresent its relationship with Indicator - FL Memo Ltd or present false information about Indicator - FL Memo Ltd.
- Must not be a site or service that infringes any intellectual property or other right of any person or that otherwise does not comply with all relevant laws and regulations.
- Must not be a site or service that contains content that could be construed as distasteful or offensive.

Indicator - FL Memo Ltd expressly reserves the right to require that any link in breach of these terms and conditions be removed and to take whatever other action, including legal proceedings it deems appropriate.

#### 6. Content and Disclaimer

- Materials and features may be added to and/or removed from the Service without notice.
- The Materials and information included in the Service are provided for reference/guidance purposes only. They are not intended either as a substitute for professional advice or judgement, or to provide legal or other advice with respect to particular circumstances.
- Every effort is made to keep the Materials up to date but you are advised to obtain independent verification or advice before relying on any piece of information in circumstances where loss or damage may result.

#### 7. Limitation and Exclusion of Liability

- Whilst we will endeavour to ensure the accuracy of all Materials neither we, our employees nor our agents make any representation nor give any warranty, either express or implied as to the accuracy or fitness for any purpose of any Materials used in connection with the Service.
- Neither we nor our employees or agents shall have any liability whatsoever to either you or any third party for any direct, indirect or consequential loss or damage, cost or expense,

suffered or incurred, (whether arising in tort, contract or otherwise and whether arising from the negligence of us, our employees or agents, arising out of the use or supply of the Service or the Materials) and all warranties express or implied which are inconsistent with this paragraph are hereby expressly excluded.

- Whilst all necessary steps will be taken as soon as is reasonably practicable to maintain the continuity of the Service, we accept no liability for suspension, interruption, temporary unavailability or fault occurring in the Service, howsoever caused. We will use all reasonable efforts to have the Service reinstated.

## 8. Intellectual Property Rights

- All intellectual property rights and other rights in the Service and Materials (in both machine readable and printed form) belong to us. You acquire no proprietary interest in the Service or
- Materials and except as expressly permitted by these terms and conditions you may not use the Service or Materials in any way that infringes the intellectual property rights in them.
- You may not obscure or remove any copyright notices that appear on Materials printed from the Service.

## 9. Duration and Pricing

- The Service shall commence on the date when you receive your confirmation email after subscribing.
- After receiving an invoice your Subscription Fee must be paid within 14 days of becoming due.
- We may suspend or terminate the Service without notice if your Subscription Fee is unpaid for more than 14 days after becoming due.

## 10. Privacy and Data Protection Notice

### What is the purpose of this notice?

To describe how we collect and use personal data about you in accordance with the UK General Data Protection Regulation (GDPR).

### What we need

Indicator - FL Memo Limited of Calgarth House, 39-41 Bank Street, Ashford, Kent TN23 1DQ, will be what's known as the "Controller" of the personal data you provide to us. We only collect basic personal data about you which does not include any special categories of personal information about you (known as Special Category Data). This does however include name, address, email, telephone number, financial information (payment information such as a debit/credit card).

### Why we need it

We need to know your basic personal data in order to provide you with our services, process your orders, provide you with marketing information, tell you about our other products which might be of interest. We will not collect any personal data from you we do not need to provide and oversee this service to you.

### What we do with it

We only ever use your personal data where it is necessary:

- to enter into, or perform, a contract with you
- to comply with a legal duty

- for our own (or a third party's) legitimate interests, provided your rights don't override these.
- with your consent

In any event, we'll only use your information for the purpose or purposes it was collected for (or for closely related purposes).

We may process personal information for certain legitimate business purposes, which include some or all of the following:

- where the processing enables us to enhance, modify, personalise or otherwise improve our services/communications for the benefit of our customers
- to identify and prevent fraud
- to enhance the security of our network and information systems
- to better understand how people interact with our websites
- to provide postal communications which we think will be of interest to you
- to determine the effectiveness of promotional campaigns and advertising.

Whenever we process data for these purposes we will ensure that we always keep your personal data rights in high regard and take account of the rights the GDPR provides, at all times.

When we process your personal data for our legitimate interests, we will make sure that we consider and balance any potential impact on you (both positive and negative), and your rights under data protection laws. Our legitimate business interests do not automatically override your interests - we will not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You have the right to object to this processing if you wish, and if you wish to do so please contact [customer.services@indicator-flm.co.uk](mailto:customer.services@indicator-flm.co.uk). Please bear in mind that if you object this may affect our ability to carry out tasks above for your benefit.

### **Where we keep it**

We are based in the UK and we store our data within the EU. Some organisations which provide services to us may transfer personal data outside of the EU, but we will only allow them to do if your data is adequately protected. We will take the necessary measures to ensure this.

For example, some of our systems use Microsoft products. As a US company, it may be that using their products result in personal data being transferred to or accessible from the US. However, we will allow this as we are certain personal data will still be adequately protected (as Microsoft is certified under the USA's Privacy Shield scheme).

### **How long we keep it for**

We will only use and store information for so long as it is required for the purposes it was collected for. How long information will be stored depends on the information in question and what it is being used for. For example, if you ask us not to send you marketing emails, we will stop storing your emails for marketing purposes (though we'll keep a record of your preference not to be emailed).

We continually review what information we hold and delete what is no longer required. We never store payment card information. We will not retain your data for any longer than necessary and the longest time that we will hold your data will be six years following the last contact with you.

### **What we would also like to do with it**

We would, however, like to use your name and email address to inform you of our future offers and similar products. This information is not shared with third parties and you can unsubscribe at any time via phone, email or on our website.

### **What are your rights?**

We want to ensure that you remain in control of your personal data. Part of this is making sure you understand your legal rights, which are as follows:

- the right to confirmation as to whether we have your personal data and, if we do, to obtain a copy of the personal information we hold (this is known as a data subject access request)
- the right to have your data erased (though this will not apply where it is necessary for us to continue to use the data for a legitimate reason)
- the right to have inaccurate data rectified
- the right to object to your data being used for marketing or profiling; and
- where technically feasible, you have the right to personal data you have provided to us which we process automatically based on your consent or the performance of a contract. This information will be provided in a common electronic format.

Please keep in mind that there are exceptions to the rights above and, though we will always try to respond to your satisfaction, there may be situations where we are unable to do so.

The Company's data protection officer has responsibility for data protection compliance within the business. You should contact them if you have any questions about the operation of this policy or you need further information about the data protection legislation, or if you have any concerns that this policy is not being or has not been followed. They can be contacted as follows: Duncan Callow, Calgarth House, 39-41 Bank Street, Ashford, Kent TN23 1DQ, 01233 653507.

If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law you can complain to the Information Commissioner's Office, the UK supervisory authority for data protection issues.

### **IP addresses and cookies**

We may collect information about your computer, including, where available, your IP address, operating system and browser type for system administration. For the same reason we may obtain information about your usage of our website by the use of a cookie file which is stored on the hard drive of your computer. You have the choice to accept or reject cookies when filling out forms. This will in no way enable us to launch programs or access personal files on your computer.

### **How to control the use of cookies**

You are not obliged to accept cookies and may modify your browser so that it will not accept cookies. The browser you use to surf the web not only allows you to see the cookies that you have but also allows you to control their use.

You can control them by allowing them, deleting them individually or deleting all of them. You can also set your browser to not accept cookies altogether. If this option is selected, you should be aware that many websites will not function properly or at all. It may be possible to set your browser to not accept cookies and ask for your consent before each cookie is set on your device. This gives you control over what is set on your device, however it has the drawback of slowing down your browsing experience. There are different levels of control too. You are able to prevent just third party cookies being deployed, effectively opting out of behavioural advertising, and even to block specific companies whose cookies you do not wish to deploy, instead of selecting all companies.

Please consult your browser's help menu for more specific information on managing your cookies.

### **11. Assignment**

You may not assign the benefit or burden of this agreement or any part thereof without our written Permission.

### **12. Force Majeure**

We shall be under no liability for any failure, delay or omission on our part in respect of either the Service or the Materials if the same arises from any cause beyond our reasonable control including (but not limited to) Acts of God, acts or regulations of Government or other authorities, war, fire, strikes or other industrial disputes, power failure, failure of telecommunication lines, connections or equipment, or failure or defects in any hardware or software owned or supplied by third parties.

### **13. Applicable Law**

These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

### **14. Entire Agreement**

These terms and conditions together with any other documentation, except for written agreement to the contrary shall form the entire arrangement between us and supersede all prior terms and conditions, arrangements or understandings about its subject matter.

### **15. Variations**

We may vary or amend these terms and conditions at any time without notice.



## SPECIFIC TERMS OF USE

### Memo products

The following licence terms will govern the use of the licensed material and Advice Line by the Subscriber to an Indicator - FL Memo Ltd publication.

Copyright and other intellectual property rights in data included in the Memo and Digital Access (online & app) belong to Indicator - FL Memo Limited of Calgarth House, 39-41 Bank Street, Ashford, Kent (a company registered in England no. 3599719) ("we" / "us" / "our").

### 1. Definitions

In this agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

"Licensed Material": Copyright and other intellectual property rights in data included in the Memo, Digital Access (online & app), and all other Updates, provided by Indicator - FL Memo Ltd to the subscriber.

"Memo": The Indicator - FL Memo Ltd publication.

"Digital Access": The authorisation to access the online version of the Memo and the iMemo app.

"Updates": Emails sent by Indicator - FL Memo Ltd to keep the subscriber aware of changes affecting the matters covered by the Memo subscribed to.

"Advice Line": Phone advice service related to the content of the publication, as described in clause 3 below, provided by Indicator - FL Memo Ltd in collaboration with a third party.

"Memo Plus Advice Line": a package comprising one Memo Book, its Digital Access (online & app), and its associated Updates and Advice Line.

"Subscription Fee": The fee chargeable for using the Licensed Material and the Advice Line stated above. "

"Subscriber": The individual end-user entitled by Indicator - FL Memo Ltd to use the Licensed Material and Advice Line ("you", "your").

### 2. Terms of use of the Licensed Material

2.1 Indicator - FL Memo Ltd will grant the Subscriber a non-exclusive, non-transferable, license to use the Licensed Material in accordance with these terms and conditions.

2.2 The Subscriber may use the Licensed Material in the normal course of their normal business; and search, view, copy and print out the Licensed Material for their own use.

2.3 The Subscriber may not:

2.3.1 erase, remove, deface or cover any trade mark, copyright notice guarantee or

2.3.2 other statement on any media containing the Licensed Material;

2.3.3 use the Licensed Material for the purpose of operating a business or similar service or any online service whatsoever;

2.3.4 rent, lease, loan, or deal in the Licensed Material or any part of it in any way.

- 2.4 This Licence Agreement may not be transferred, sub-licensed, assigned or otherwise disposed of in whole or in part.
- 2.5 The Subscriber shall inform us immediately on becoming aware of any unauthorised use of the Licensed Material.

### **3. Terms of use of the Advice Line**

#### **3.1 Access to the service**

3.1.1. The Advice Line is a non-separable element of the Memo Plus Advice Line.

Therefore:

- is accessible to subscribers of the Memo Plus Advice Line
- is not to be purchased on its own, and
- access to the Advice Line will end with the subscription to the Memo Plus Advice Line.

On confirmation of the subscription to the Memo Plus Advice Line, the subscriber will be informed of the advice line contact number. This number will be confidential and solely for the use of the Subscriber.

3.1.2 The Advice Line operates during office hours, between 9.00am and 5.30pm Monday to Friday excluding bank holidays.

3.1.3 Before advice is given, the subscriber will be asked for their Indicator - FL Memo account number. Further information may also be requested (e.g. company name) at this point. The Subscriber will be connected to an advisor who will deal with their enquiry. If no advisor is available at the time of the call, the Subscriber's number will be taken and they will receive a return call in due course.

3.1.4 The service operates on standard tariff call charges.

3.1.5 The Advice Line is limited to one address of the Subscriber's organisation.

3.1.6 Subscribers that operate on a trial basis are entitled to a maximum of three calls to the Advice Line during the trial, regardless of the length of the trial.

#### **3.2 Nature of the service**

3.2.1 The purpose of the telephone advice is to give practical advice and guidance on matters covered in the relevant Memo, and to clarify the Subscriber's understanding of the Memo.

3.2.2 The advice is provided in collaboration with the Service Provider, by experienced advisors who are qualified by means of professional qualification and/or appropriate relevant experience in the subject matter, and is based upon current legislation, to the best of their knowledge. The advisors operate in a regulated environment, and are subject to the Money Laundering Regulations 2007.

Advice is given on the understanding that neither the individual advisors nor Indicator - FL Memo Ltd itself, nor the Service Provider are in business as a lawyer, legal consultant, or accountant or tax consultant.

3.2.3 Advice and guidance will be given in accordance with the advisors' understanding of the circumstances as described by the Subscriber. The service does not extend to replies by email, or to written correspondence. However, if the advisor feels that it is appropriate, they may forward details of written procedures by email.

The advice provided will be specific to the circumstances described by the Subscriber, but does not constitute consultancy or professional tax or legal advice. Whilst it will make every effort to ensure the advice is comprehensive and accurate, Indicator - FL Memo does not accept liability for errors or omissions in the advice given, or in the advisor's understanding of the circumstances that the Subscriber describes.

- 3.2.4 The Service Provider will handle directly with the Subscriber any complaints and associated claims against Indicator - FL Memo Ltd for the provision of the Advice Line. In the event that such complaints and associated claims are upheld, the Service Provider will directly compensate the Subscriber.
- 3.2.5 Whilst customer confidentiality is respected, all calls are recorded and stored for training and quality control purposes.
- 3.2.6 Further services requested by the Subscriber may not be part of the Advisory Service. Upon request of the Subscriber, practical guidance will be given that, if followed, may lead to the need for settlement of a claim. In such circumstances it will be made clear to the Subscriber that the actions may not necessarily be successfully defended in the event of a claim. The service does not provide any indemnity for costs or awards in the event of a claim. Such indemnity may be available from an independent third party upon request, but forms no part of any service provided by Indicator - FL Memo Ltd.

In any event, no liability will be accepted in respect of complaints or claims made to the Subscriber by third parties, regarding consultancy or other services provided, for which the telephone advice was used. Certain matters may be of sufficient complexity that it is not appropriate to advise fully upon them by means of telephone advice. In such circumstances, the advisor will state this and, where possible, provide an alternative of formal consultancy from a third party, for which a quote will be available. Such consultancy will not fall within the scope of these terms and conditions and will not form any part of any agreement between Indicator - FL Memo Ltd and the Subscriber.

- 3.3 Where the advice is being used by subscribers who are consultants and who are acting on behalf of third party clients, such advice should be verified by the Subscriber in accordance with their own professional guidelines and conduct. Indicator - FL Memo Ltd will not accept liability for any claims or complaints made by third party clients to such subscribers in respect of such matters advised upon by the Subscriber.
- 3.4 Whilst there is no defined limit to the number or length of calls (except as provided by 3.1.6), the service is provided based upon the commercial resources made available to Indicator - FL Memo Ltd in respect of the subscriptions received in relation to its publications. Indicator - FL Memo Ltd reserves the right to impose limitations on the number of calls received and/or the length of calls in the event that the demand for the service exceeds the ability of Indicator - FL Memo Ltd to provide the service within its commercial limitations.

Indicator - FL Memo Ltd reserves the right to make such impositions on a general basis to all its subscribers, or on a specific subscriber basis due to excessive usage that constitutes abuse of the spirit of the service. Indicator - FL Memo Ltd reserves the right to refuse the service to any subscribers who act in an abusive or offensive manner including (but not restricted to) acts of verbal discrimination or religious or political prejudice. In circumstances where the service is refused the subscriber will not be entitled to a refund.

Indicator - FL Memo Ltd further reserves the right to amend these terms and conditions at any time.

#### **4. Proprietary rights**

The Licensed Material is not sold to you and you shall not acquire any right, title or interest in the Licensed Material.

## **5. Subscribers' obligations**

- 5.1 The Licensed Material is supplied to the Subscriber on an "as is" basis and is not being supplied to meet individual requirements. The Subscriber is responsible for configuring their information technology, computer programs and platform in order to use the Licensed Material.
- 5.2 Notwithstanding sub-clause 6.3 below, the Subscriber should use their own virus protection software.

## **6. Warranties**

- 6.1 We warrant that we have obtained all necessary rights to grant this Licence.
- 6.2 Whilst reasonable care is taken to ensure the accuracy and completeness of the Licensed Material supplied, we make no representations or warranties, expressed or implied, that the Licensed Material is free from errors or omissions.
- 6.3 We will take reasonable steps to ensure that the Licensed Material is virus free, however no warranty is made that the Licensed Material will be virus free.
- 6.4 Since the Licensed Material has not been developed to meet your individual requirements, we do not warrant that it is fit for your particular purposes.

## **7. Disclaimer**

We give the Subscriber no warranty or assurance, except as set out in paragraph 6 above. All other warranties and conditions, whether express or implied, are hereby excluded to the maximum extent permitted by law.

## **8. Access to the Licensed Material**

- 8.1 Memo: Unless otherwise notified, each edition of the books subscribed to will be delivered to the address(es) specified by the Subscriber.
- 8.2 Digital Access:
  - 8.2.1. an access code (username and password) is delivered by email to complement the book. This code is personal and enables the subscriber to consult the Memo online or via the iMemo app.
- 8.3 Unless otherwise notified, all Books and Access Details will be delivered by email to the contact opting and paying the subscription fee.

## **9. Limitation of liability and indemnity**

- 9.1 The Subscriber shall accept sole responsibility for and Indicator - FL Memo Ltd shall not be liable for the use of the Licensed Material or Advisory Service by you, your agents and employees and you shall hold us harmless and fully indemnified against any claims, costs, damages, loss and liability arising out of any such use. No failure of any part of the Licensed Material or Advisory Service to be suitable for your requirements will give rise to any claim against us.
- 9.2 We shall not be liable for any loss of profits, loss of goodwill, loss or damage to data or any indirect, incidental, consequential or special loss or damage in connection with the Licensed Material or Advisory Service howsoever arising.
- 9.3 Subject to sub-clauses 9.2 and 9.4 of this agreement, our liability to the Subscriber for any loss or damage is limited to an amount equal to the latest Subscription Fee paid for.
- 9.4 Nothing in this Agreement shall limit any claims in respect of death or personal injury caused by our negligence, or limit or exclude any liability for fraudulent misrepresentations.

## 10. Termination

- 10.1 Unless the Subscriber or Indicator - FL Memo Ltd ends the subscription by written notice, the Subscription fee will be renewed on publication of the next edition of the book and online access, and payable for the following year.
- 10.2 The Agreement between us and the Subscriber and any licences granted under it will terminate immediately without notice if:
- 10.2.1 the Subscriber violates any copyright or any other intellectual property rights in the Licensed Material, whether held by us or others in the Licensed Material; or
- 10.2.2 the Subscriber is in breach of any other term of this Agreement.
- 10.3 Any termination under this clause will be without prejudice to any claim which we may have against the Subscriber.
- 10.4 On termination of this Agreement due to any failure by the Subscriber to pay the relevant Subscription Fee in accordance with clause 4:
- 10.4.1 Indicator - FL Memo Ltd will suspend the Subscriber's access to the Licensed Material
- 10.4.2 the Subscriber will destroy all copies of the login and password access to the Licensed Material, whatever media they may be on.
- 10.4.3 the Subscriber will not make any further call to the Advice Line.

## 11. Data Protection Policy

Data Protection Act 1998: Indicator - FL Memo Ltd is committed to maintaining your personal information in a manner which meets the requirements of the Data Protection Act 1998. We will process and store your data for the provision of products and services, analysis and administration purposes. We will never share your details with third parties.

## 12. Miscellaneous

- 12.1 This Agreement is not intended to benefit anyone other than the parties to it and, in particular, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 12.2 The Subscriber undertakes that he will not divulge or communicate to any person, except as required by law or any legal or regulatory authority, any confidential information concerning our business or affairs which may have come to your knowledge and you shall use your reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.
- 12.3 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement. The only available remedy to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.
- 12.4 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would be enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

12.5 This Agreement shall be governed by and interpreted in accordance with English law and you submit to the exclusive jurisdiction of the English Courts. If you do not agree to be bound by the above terms and conditions please inform Indicator - FL Memo Ltd, otherwise you may continue to use the Licensed Material on your computer.

## ClientLink

### 1. Definitions

“ClientLink” means:

- (a) a bespoke Website created and hosted by Indicator - FL Memo Ltd, including Website Content; Or
- (b) Website Content which is integrated into your existing website via iFrame and which is hosted by Indicator - FL Memo Ltd if you have chosen this option on the Order Form

“Contract” means a contract between Indicator - FL Memo Ltd and You for the sale and supply of ClientLink entered into in accordance with these terms and conditions:

“You/Your” means the customer who has purchased ClientLink as specified on the Order Form;

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, pandemics, terrorist attacks and wars);

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “Intellectual Property Rights” referred to above include copyright and related rights, moral rights, database rights, confidential information, trade secrets, know-how, business names, trade names, domain names, trademarks, service marks, passing off rights, unfair competition rights, patents, utility models, semi-conductor topography rights and rights in designs);

“Website Content” means all the content that is created and updated by Indicator - FL Memo Ltd for use on Your new website created and hosted by Indicator - FL Memo Ltd or integrated into Your existing website and includes, but is not limited to: News, Documents & Calculators; Tax Calendar; Key Tax Data; Newsletter; Monthly Focus; Practical Guides.

“Order Form” means the Order Form signed by You to confirm your agreement to buy ClientLink;

“Prices” means Indicator - FL Memo Ltd’s standard list prices for ClientLink as set out on the Order Form or as otherwise communicated to the customer and “Price” will be construed accordingly;

“Website” means a website created by Indicator - FL Memo Ltd for you as part of the ClientLink package which You have chosen to buy.

### 2. Contract

2.1. In order for a Contract to come into force:

You must send to Indicator - FL Memo Ltd a completed and signed Order Form together with Your written acceptance of these terms and conditions. Upon receipt by Indicator - FL Memo Ltd Form a Contract will come into force, on an agreed date, between the parties for a minimum period of twelve calendar months.

2.2. The Contract shall commence from the date thereof and continue unless terminated earlier in accordance with Clause 10 for a period of twelve calendar months (“Initial Term”). The term of the Contract shall automatically extend for a period of twelve months (“Extended Term”) at the end of the Initial Term and at the end of each Extended Term, unless a party gives written notice to the other party, not less than one calendar month before the end of the Initial Term or the relevant Extended Term, to terminate the Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.

2.3. If you cancel the Contract with due notice, your access to the Website Content will be deactivated and no longer available. You will, however, retain the domain of your website.



### 3. Use of ClientLink

- 3.1. By purchasing ClientLink You agree that all communications containing Website Content will pass solely through this system. No Website Content generated or provided by Indicator - FL Memo Ltd is allowed to be distributed via any other means.
- 3.2. All Website Content sent out through ClientLink on your behalf is Your sole responsibility.
- 3.3. Website Content published on Your website is for the purposes of informing and engaging with Your clients. The Website Content is not intended for the use by, or for, visitors in another country and/or jurisdiction other than England & Wales. Although Indicator - FL Memo Ltd takes great care in the composition and updating of any Website Content supplied it cannot guarantee or warrant that the information is complete, current, correct and/or accurate. Indicator - FL Memo Ltd therefore accepts no liability for direct or indirect damage which may arise through usage, or reliance on the Website Content.
- 3.4. Indicator - FL Memo Ltd will take reasonable steps to ensure that the Website Content is virus free, however, no warranty is given that the Website Content will be or is virus free.
- 3.5. For the maintenance of its website and systems, Indicator - FL Memo Ltd can put ClientLink temporarily out of use. Indicator - FL Memo Ltd does not have to disclose any general or particular reason for doing so.

### 4. Use of personal data

- 4.1. ClientLink makes use of personal data. Indicator - FL Memo Ltd is committed to ensuring that Your data is kept in accordance with and meets the requirements of the Data Protection Act 2018 and the UK General Data Protection Regulation (GDPR). Indicator - FL Memo Ltd's full privacy policy and cookie policy can be found in this document on page 5-7.
- 4.2. If Indicator - FL Memo Ltd creates a Website for You, it is recommended that You incorporate the following wording into the Website:

*"Through this website (insert the name of the data processor) obtains and processes personal data such as your name and address etc. and contact data (email address, phone number etc.) and information about your professional interests. This data is processed in order to keep you fully informed of changes to this website and to offer you the possibility to subscribe to our newsletter. In addition, a cookie is placed on your computer to store your preferences and for the proper functioning of the site. For these purposes, we rely on our legitimate interests in doing business, including the possibility to offer new products and services.*

*Your data will only be used for the purposes mentioned above. It is treated confidentially and is only accessed by our employees who need it to inform you and/or to send you the newsletter. Your data is not shared with third parties. Your data may be shared with subcontractors we call upon for processing, solely within the framework of the assignments we give them and under our control.*

*In addition, we take all possible organisational and technical measures to ensure that your data is as secure as possible. Your data is processed within the EU.*

*You always have the right to request access to your data, as well as correction and/or deletion. You can also object to the processing of your data, by unsubscribing, although this request has the consequence that we can no longer keep you informed or send you the newsletter. If you wish to exercise any of these rights or if you have any questions about the way in which your data is processed, you can contact us at [EMAIL ADDRESS]. If you do not agree with the way we process your data you can contact the Information Commissioner's Office (<https://ico.org.uk/>)".*

- 4.3. If You already have a website and Indicator - FL Memo Ltd supplies only Website Content we suggest that the following clauses are incorporated into Your website. These clauses only relate to the processing of data relating to the ClientLink part:



*"Via our website ( insert name of data processor) obtains and processes personal data, in particular your identification data (title, surname, first name, address, etc.) and contact data (email, telephone, mobile phone, etc.), as well as professional data concerning you (function, activities) and the professional fields in which you are interested (topics). This data is processed in order to keep you informed and to offer you the possibility to subscribe to our newsletter. In addition, a cookie is placed on your computer to save your preferences and is indispensable for the proper functioning of the site. For these purposes, we rely on our legitimate interests in doing business, including the possibility of offering new products or services."*

## **5. Intellectual property rights**

- 5.1 Indicator - FL Memo Ltd is the owner of all intellectual property rights in ClientLink.
- 5.2. Indicator - FL Memo Ltd grants You a non-exclusive, non-transferable licence to access and use ClientLink in accordance with the terms of this Contract.

## **6. Website**

- 6.1. If You have requested Indicator - FL Memo Ltd to create a Website, then on receiving payment in accordance with the Order Form, Indicator - FL Memo Ltd agrees to carry out this service in a professional and timely manner and make every effort to adhere to any agreed timescale. However, time will not be of the essence.
- 6.2. Indicator - FL Memo Ltd will make a reasonable number of revisions to the design, layout, colours etc. until You are satisfied with the Website or such time as both parties feel an agreement is likely to be reached but by no more than two major revisions. Additional revisions or design changes outside of what was agreed will be charged for separately.
- 6.3. Indicator - FL Memo Ltd will provide You with up to a maximum of four hours of technical support (which is included in the price of the Website) as part of the launch of the Website. If, however, you require further technical support, You can buy additional blocks of four hours at a price to be agreed.
- 6.4. You must provide Indicator - FL Memo Ltd within a reasonable period of time everything that is requested by Indicator - FL Memo Ltd, e.g. text, images and other information to enable it to comply with clause 5.1.
- 6.5. You guarantee that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Indicator - FL Memo Ltd for inclusion in Your Website, or other design, are owned by You, or that You have permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Indicator - FL Memo Ltd from any liability (including solicitors' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by You.

## **7. Prices and Payment**

- 7.1. Indicator - FL Memo Ltd may issue an invoice for the Prices under a Contract to You at any time after the Contract has come into force or ClientLink has been supplied to You.
- 7.2. You will pay the Prices to Indicator - FL Memo Ltd within 30 days of the date of Indicator - FL Memo Ltd's invoice issued in accordance with Clause 6.1 in full and in cleared funds; and time for payment shall be of the essence of the Contract.
- 7.3. All amounts payable under a Contract are exclusive of all value-added and other taxes and duties which will be payable by You.
- 7.4. Prices must be paid by direct debit, bank transfer or by credit/debit card (using such payment details as are notified by Indicator - FL Memo Ltd to You from time to time).

- 7.5. If You do not pay any amount properly due to Indicator - FL Memo Ltd under or in connection with a Contract on the due date for payment, Indicator - FL Memo Ltd shall have the right to:
- a) charge You interest on the overdue amount at the rate of 5% per year above the base rate of Barclays Bank Plc from time to time accruing on a daily basis until the date of actual payment (whether before or after judgment), be compounded quarterly, and be payable on demand; or
  - b) claim interest and statutory compensation from You pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.6. In the event that there is any default or breach of any of Your obligations under this Contract, Indicator - FL Memo Ltd shall be entitled to take any or all of the following steps at its discretion:
- a) refuse to supply any Website Content and/or
  - b) cancel or suspend any Contract (either in whole or part) by notice in writing to You.

## **8. Complaints**

- 8.1. If You have a complaint or dispute then this must be submitted in writing, by email with tracking receipt or by post using signed-for delivery, within five business days. Indicator - FL Memo Ltd will promptly and in any event within ten business days, respond to all reasonable enquiries and complaints by You relating to the quality, performance and durability of ClientLink.

## **9. Limitations and exclusions of Liability**

- 9.1. Nothing in the Contract will:
- a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
  - b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
  - c) limit or exclude any liability of a party under Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or
  - d) limit or exclude any liability of a party in any way that is not permitted under applicable law.
- 9.2. The limitations and exclusions of liability set out in this Clause and elsewhere in the Contract:
- a) are subject to Clause 8.1;
  - b) govern all liabilities arising under the Contract or in relation to the subject matter of the Contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and
  - c) will limit and exclude the liability of the parties under the express indemnities set out the Contract.
- 9.3. Indicator - FL Memo Ltd shall under no circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for:
- a) any loss of profits, income, revenue, use, production or anticipated savings
  - b) any loss of business, contracts or commercial opportunities
  - c) any loss of or damage to goodwill or reputation.
  - d) any loss or corruption of any data, database or software.
  - e) any special, indirect or consequential loss or damage.
  - f) any losses arising out of a Force Majeure Event.

- 9.4. For the avoidance of doubt and without limitation, Indicator - FL Memo Ltd shall not be liable for any direct or indirect loss resulting from Your reliance on any Website Content published by Indicator - FL Memo Ltd on its website or Your Website which is inaccurate, misleading, out of date or otherwise.
- 9.5. Indicator - FL Memo Ltd's aggregate liability under the Contract will not exceed: the total amount paid in any one calendar year payable by You to Indicator - FL Memo Ltd under the Contract.

## 10. Force Majeure

- 10.1. Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Contract (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.
- 10.2. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Contract, will:
- a) forthwith notify the other; and
  - b) will inform the other of the period for which it is estimated that such failure or delay will continue.
- 10.3. The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

## 11. Termination

- 11.1. A Contract may be terminated in the following circumstances:
- a) either party may terminate a Contract immediately by giving written notice to the other party if the other party commits a material breach of its obligations under the Contract;
  - b) without limiting its other rights or remedies, Indicator - FL Memo Ltd may terminate any Contract immediately by giving written notice to You if You fail to pay to Indicator - FL Memo Ltd any amount due under the Contract by the due date for payment.
- 11.2. Either party may terminate any Contract immediately by giving written notice to the other party if:
- a) the other party: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
  - b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
  - c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up
- 11.3. Without limiting its other rights or remedies, Indicator - FL Memo Ltd may (at its absolute discretion) terminate a Contract with immediate effect by giving written notice to You if You fail to pay any amount due under the Contract on the due date for payment;

## 12. Notices

- 12.1. Any notice given under a Contract must be in writing (whether or not described as "written notice" in these Terms) and must be delivered personally, sent by recorded delivery, or by email, for the attention of the relevant person, and to the relevant address or email address given below (or as notified by one party to the other in accordance with this Clause).

## 13. General

- 13.1. This Contract will be governed by and construed in accordance with the laws of England and Wales.