

# Memos: terms of use

## Introduction

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"*: E-mails 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 other statement on any media containing the Licensed Material;
  - 2.3.2 use the Licensed Material for the purpose of operating a business or similar service or any online service whatsoever;
  - 2.3.3 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 e-mail, or to written correspondence. However, if the advisor feels that it is appropriate, they may forward details of written procedures by e-mail. The advice provided will be specific to the circumstances described by the Sub-

scriber, 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 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 e-mail 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 e-mail 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.