



## TERMS AND CONDITIONS

### 1. ORBNET Systems' Terms and Conditions

These Terms and Conditions (**Terms**) set out our terms of sale when you purchase our computer software, the data supplied with the software and the associated media (**Software**) and any printed materials or electronic documentation (**Documentation**). The term '**product**' or '**products**' shall mean our Software and/or Documentation.

These Terms also set out the terms of sale when business customers purchase our consultancy services. The term '**service**' or '**services**' shall mean our consultancy services.

Please ensure you read these Terms carefully; by purchasing our Software and/or Documentation you will be agreeing to be bound by these Terms.

If you have any questions about these Terms, please [contact us](#).

**1.1 Are you a business customer or a consumer?** You will have different rights under these Terms depending on whether you are a business customer or a consumer. For example, business customers can't cancel their orders, they have different rights where there is a problem with a product or service and we don't compensate them in the same way for losses caused by us or our products/services. We also provide professional consultancy services in relation to our products that are exclusively available to business customers only. Where a term applies just to businesses or just to consumers, this is clearly stated.

**1.2** You are a business customer if you are buying products or services wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

**1.3** You are a consumer if you are an individual and you are purchasing our products wholly or mainly for your personal use. Please note our professional consultancy services provided in relation to our products are only available to business customers at this time.

**2. There are other terms that may apply to you.** Please see the links below:

**2.1** Privacy Policy available (see [Privacy Policy](#)), which provides you with information on how we process your personal data and any personal data you may share with us in performing these Terms and Conditions; and

**2.2** End User Licence Agreement (EULA) available (see [EULA Policy](#)), sets out the licence to use our products.



### 3. Information about us and how to contact us

**3.1 Who we are.** We are ORBNET Systems Ltd, a company registered in England and Wales. Our company registration number is 12172684 and our registered office is at Viking House, 17 Havelock Road, Hastings, East Sussex, England, TN34 1BP.

**3.2 How to contact us.** You can contact us by submitting an enquiry through our website by clicking [here](#), by telephone on +44 (0) 1424 532865, or by writing to us by email: [info@orbnet.com](mailto:info@orbnet.com).

**3.3 How we may contact you.** If we have to contact you, we will do so by telephone or by the email address you have provided to us. Please ensure the contact information you provide to us is accurate and up to date.

**3.4 "Writing" includes emails.** When we use the words "writing" or "written" in these Terms, this includes emails.

### 4. Ownership

**4.1** ORBNET Systems licence the use of our Software and Documentation to you in accordance with these Terms. ORBNET Systems remains the owner of the Software and Documentation at all times. Therefore, any reference to the purchase of our products means the purchase of the licence to use our products.

**4.2 We retain all rights in our intellectual property.** The intellectual property rights in ORBNET System's Software, Documents, services, trademarks, information, publications, images, videos, and the design, layout and appearance of our website are owned by or licensed to ORBNET Systems and must not be used unless permitted by these Terms or with our prior written consent.

### 5. Our contract with you – services for business customers only

**5.1** This clause 5 applies to the services that we offer to **business customers** only.

**5.2** ORBNET Systems will agree details of, including a specification of the services (**Specification**) with you in writing, setting out a quotation of the costs for the supply of services and any payment terms that apply to the services.



**5.3** Once the Specification is agreed ORBNET Systems will provide written acceptance of your order and on which date these terms and conditions and the Specification shall form a contract between us.

**5.4** We reserve the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the services, and we shall notify you in any such event.

**5.5** We shall:

**5.5.1** Supply the services in accordance with the Specification in all material respects;

**5.5.2** Perform the services using reasonable care and skill;

**5.5.3** Use reasonable endeavours to meet any performance dates specified in our Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the services.

**5.6** You shall:

**5.6.1** Ensure that the information you provide set out in, and for preparation of, the Specification is complete and accurate;

**5.6.2** Co-operate with us in all matters relating to the services;

**5.6.3** Provide us, our employees, agents, consultants and subcontractors, with access to premises, office accommodation and other facilities if reasonably required by us, in provision of the service; and

**5.6.4** Provide us with such information and materials as we may reasonably require in order to supply the service, and ensure that such information is complete and accurate;

**5.6.5** Obtain and maintain all necessary licences, permissions and consents which may be required for us to supply the services before the date on which the services are to start; and

**5.6.6** Comply with any additional obligations set out in the Specification.

**5.7** If our performance of any of our obligations under the Specification is prevented or delayed by any act or omission by your or failure by you to perform any relevant obligation, including failure to make payment when due (**Customer Default**):

**5.7.1** Without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the services until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations;

**5.7.2** We shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 5.7; and



**5.7.3** You shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

**5.8** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, unless:

**5.8.1** Disclosed to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 5.8; or

**5.8.2** Required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Either party shall **not** use the other party's confidential information for any purpose other than to perform its obligations under this contract.

**5.9** Our contract is for consultancy services on a time and materials basis only and for the avoidance of doubt, we do not take ownership of any project nor are we liable for any time delays or project issue resolution.

**5.10** The provisions of the following clauses shall apply to the provision of services: clauses 1 to 4 inclusive; clause 7 (Accounts and membership), clauses 8.2 to 8.4 (inclusive) and clause 8.6.4 (Payment and prices); clause 9.2 (We may make changes to these Terms from time to time); clause 12 (We can end our contract with you immediately); clauses 13.2 and 13.4 (We don't compensate you for all losses caused by us or our products); clause 14 (We're not responsible for delays outside our control); clauses 18 to 25 (inclusive) and clause 26.2 (General).

## **6. Our contract with you – products for consumers and business customers**

**6.1** ORBNET Systems will contact you to confirm your order has been received and your purchase will be accepted when our Software and/or Documentation is made available to you (whether through download or other means). At this point these Terms will become a binding contract between us.

**6.2** Sometimes we reject or cancel orders, for example, if a product was mispriced by us or if, at our sole discretion, we choose to restrict purchases per person, business, household or per order. When this happens, we let you know as soon as possible and we will refund any sums you have paid for products you will not receive.



## 7. Accounts and membership

**7.1 Your account details are confidential.** When you create an account with ORBNET Systems you will be required to create a username and password. You must keep this information confidential and you must not disclose it or share it with anyone else.

**7.2** You will be responsible for maintaining the security of your account and all activities that occur with your user account. If you suspect someone else has access to your password, please change it immediately using the password reset function on our website and let us know as soon as possible if your account has been compromised.

## 8. Payment and prices

**8.1 Where to find the price for our products.** The price of our products (which includes VAT where applicable) will be given by us to you via a quotation at the time of purchase. We take all reasonable care to ensure that the price of the product advised to you is correct, however we may reject or cancel orders if there is an error in price in accordance with clause 6.2.

**8.2 We may charge interest on late payments.** If we're unable to collect any payment you owe us, we reserve the right to charge interest on the overdue amount at the rate of:

**8.2.1** 2% a year above the Bank of England base rate from time to time **if you are a consumer**; and

**8.2.2** 4% a year above the Bank of England base rate from time to time **if you are a business.**

This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

**8.3 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date you have access to our products or, for **business customers** purchasing services, between the Specification date and the date we begin performance of our services, we will adjust the rate of VAT that you pay, unless you have already paid for the product or services in full before the change in the rate of VAT takes effect.

**8.4 If you are a business customer you have no set-off rights.** If you are a business customer you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).



**8.5 We may make changes to our prices.** We may change the price of our Software, Documentation from time to time. We will let you know of any increase that may affect your payments and you will have the option to cancel your payment upon expiry of a free trial or 30 working days before auto-renewal payment is due.

**8.6 How we will take payment:**

**8.6.1 Downloads.** We will charge you the price set out in our quotation when we make our products available for download using the payment details you provide when you purchase our Software and/or Documentation.

**8.6.2 Free trial.** We may require you to provide your payment details in order to begin a free trial period of our Software and/or Documentation. We will not charge you until the free trial expires. We will take payment for the price shown on our website when you started the trial, from the payment method you provided when you signed up to the free trial.

**8.6.3 Auto-renewal.** We will charge you the price applicable for the products at the time payment is due, payment will be deducted from the payment details you provided when you subscribed to our Software and/or Documentation on payment terms that automatically renew after a fixed period. This period will be in accordance with the length of time you chose when auto-renewal was enabled for the Software and/or Documentation.

**8.6.4 Services.** Payment and price information will be set out in the Specification.

**9. We can always change our products and these Terms.**

**9.1 Changes to our Software, Documentation.** We may change our products at any time:

**9.1.1** To reflect changes in relevant laws and regulatory requirements;

**9.1.2** To implement minor technical adjustments and improvements, for example to address a security threat; and

**9.1.3** To update our Software after purchase, provided that the Software shall always substantially match the description provided to you before you bought it.

**9.2 We may make changes to these Terms from time to time,** and if we do, we will notify you by email or by clearly advertising the changes on our website. We therefore encourage you to look at these Terms regularly. If there are any changes in our Terms that you do not agree to, you can end the contract before the change takes effect and receive a refund for any products



you've paid for in advance but not received, or for **business customers** purchasing services, any services you have paid for in advance but which we have not performed. Unless otherwise notified within 10 working days, any amended Terms will be effective immediately and you will have accepted the changes.

## **10. We can suspend supply (and you have rights if we do)**

**10.1 We can suspend the supply of a product.** We may do this to:

**10.1.1** Deal with technical problems or make minor technical changes;

**10.1.2** Update the product to reflect changes in relevant laws and regulatory requirements;  
or

**10.1.3** Make changes to the product (see clause 9.1).

**10.2 We may adjust the price and may allow you to terminate if we suspend supply.** We use reasonable care to contact you in advance to tell you we're suspending supply unless the problem is urgent or an emergency. If we suspend access to our Software and/or Documentation for longer than either a continuous period of 15 days; or

**10.2.1** 30 days in any 12-month period,

we will adjust the price so that you don't pay for it while it's suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 4 weeks, you can contact us to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

## **11. We can withdraw products**

**11.1** We can stop providing a product, such as updates or a subscription for digital content. We will let you know at least 30 days in advance and we will refund any sums you've paid in advance for products which won't be provided.

## **12. We can end our contract with you immediately**

**12.1** ORBNET Systems can end our contract with you for a product (or service for business customers) with immediate effect, and claim any compensation due to us if:

**12.1.1** You don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;

**12.1.2** You don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product; or



**12.1.3** You breach any provision of these Terms.

### **13. We don't compensate you for all losses caused by us or our products**

**13.1** If you are a consumer, we are responsible for losses you suffer caused by us breaking this contract unless the loss is:

**13.1.1 Unexpected.** It was not obvious to ORBNET Systems that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable);

**13.1.2 Caused by a delaying event outside our control.** As long as we have taken the steps set out in clause 14.

**13.1.3 Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by products we supplied and which you could have avoided by following our advice, including but not limited to, applying an update or by correctly following the installation instructions or having the minimum system requirements advised by us.

**13.1.4 A business loss.** We only supply the Software and/or Documentation to you for domestic and private use. If you use the products for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**13.2** If you are a business customer, subject to clause 13.4, we will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us. Our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 25 per cent of the total sums paid by you for products or services in the preceding 12-month period in which such a claim is to have occurred.

**13.3** We are not responsible for IT difficulties outside of the scope of the Software and/or Documentation. If the effectiveness of our products is impacted by outside IT difficulties, such as an outdated operating system, internet signal, network connectivity or incomplete installation of the Software, we will not be liable and you will not be entitled to any refund or compensation.

**13.4** Losses we never limit or exclude. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful for us to exclude or restrict liability.

### **14. We're not responsible for delays outside our control.**





**14.1 Products:** If our supply of your product is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to last for longer than 4 weeks you can contact us to end the contract and receive a refund for any products you have paid for in advance, but not received.

**14.2 Services for business customers:** If our supply or performance of the services is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to last for longer than 6 weeks you can contact us to end the contract and receive a refund for any services you have paid for in advance, but not received.

## **15. If you are a consumer, you can change your mind**

**15.1** If you bought online or over the telephone you have a legal right to change your mind before accessing or downloading your product.

**15.2** You have 14 days after the date we confirm your order to change your mind about a purchase, but you lose this right when you start to download or stream your product. If you change your mind, contact us to let us know and we will refund you as soon as possible and within 14 days of you telling us you've changed your mind. We will refund you by the method you used for payment. We don't charge a fee for the refund.

## **16. How you can end your contract with us**

**16.1 If you are a consumer, you can simply end the contract by contacting us if:**

**16.1.1** Our Software and/or Documentation that you purchased are misdescribed and you have a legal right to end the contract or get some of your money back;

**16.1.2** You want to end the contract because of something we have done or have told you we are going to do, please see clauses 8.5 (changes to our prices), 9 (changes to our products or these Terms), 10.2 (suspending supply of our products), 11.1 (withdrawal of products) and 15.2 (change your mind). In these instances, the contract will end upon your written notice;

**16.1.3** In all other cases (if we are not at fault and there is no right to change your mind), you can still end the contract but this will apply upon expiry of any relevant subscription or auto-renewal period provided you have given us at least 30 days' notice before the period is due to end.



## 17. What if you are unhappy with the Software and/or Documents?

**17.1** If there are any issues with our products, please contact us in the first instance and we will try to resolve any concerns for you. You have the following rights:

**17.1.1 If you are a consumer** our products must be of satisfactory quality, fit for purpose and as described. If the Software and/or Documents do not adhere to these requirements, you may be entitled to repair, replacement or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back. If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

**17.1.2 If you are a business customer** our products must conform to description, be free from material defects, be of satisfactory quality and be fit for any purpose held out by us. If the Software and/or Documents do not adhere to these requirements, you may be entitled to repair, replacement or refund of the price of the defective product in full and this will be your only remedy. However, you must not have used the products after purporting it is non-compliant; any non-compliance must not have arisen as a result of your failure to follow our instructions such as on installation; any non-compliance must not be as a result of your alteration to the products and any non-compliance must not be as a result of wilful damage, negligence or abnormal working conditions.

### General

**18. We reserve the right to end the contract at any time** upon providing you with at least 14 days' notice and we will refund any sums that you have paid in advance for products you will not receive, or services purchased by **business customers** which will not be performed.

**19. We may transfer this agreement to someone else.** We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**20. You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

**21. If you are a business customer** these Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these Terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.



**22. Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**23. If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**24. Even if we delay in enforcing this contract, we can still enforce it later** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**25. You have several options for resolving disputes with us.**

**25.1 Our complaints policy.** Please contact us and we will do our best to resolve any problems you have with us or our products (or services) as per our Complaints policy.

**25.2 Resolving disputes without going to court.** Alternative dispute resolution (**ADR**) is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Please contact us in the first instance to arrange ADR, while please noting that if you are not satisfied with the outcome, you can still go to court.

**25.3 You can go to court.** Please see clause 26 for further information.

**26. Which laws apply to this contract and where you may bring legal proceedings?**

**26.1 If you are a consumer:** these Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**26.2 If you are a business customer:** these Terms are governed by and should be construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.