

SALES-I SUBSCRIPTION TERMS AND CONDITIONS

Please read these terms and conditions as it governs your use of our online services (and limits our liability to you). By clicking “I accept” at the end of this screen and / or signing the order form or accessing the Website you are forming a contract and agreeing to the terms that appear below. References to “you” and “your” are to you as an individual. If you use the Service in the course of your business, you are also agreeing to these Terms on behalf of that business and references to “you” and “your” include your business. If you have any questions please email us at tellmemore@sales-i.com

1. Definitions

1.1. In these Terms the following expressions shall be given the following meanings (unless the context otherwise requires):-

“Contract”	means the contract between sales-i and you for the provision of the Service;
“Customer Material”	means any information whatsoever including but without limitation any data, any other material, and any other record of any information in any form provided or submitted by the Customer to sales-i (whether through the Website or otherwise) relating to the Service;
“Delivery Frequency”	means the delivery frequency of the Service Information to the Users set out in the Order Forms;
“Force Majeure Event”	includes any delay or failure to perform sales-i obligations under these Terms (including but without limitation the provision of the Service and the delivery of the Service Information) where such delay or failure to perform arises from circumstances beyond the reasonable control of sales-i, including but without limitation, any act of god, communications failure, software failure, death, destruction, fire, flood, strikes, riots, accident, disruption to energy supplies, civil commotion acts of terrorism or war;
“ID”	means the user name and password allocated by sales-i to each User to enable each such User to access the Service Information;
“Initial Term”	means the initial period during which you are obligated to pay for the Service;
“IPR”	include but are not limited to copyrights, patents, utility models, trademarks, service marks, design rights (whether registered or unregistered), database rights and proprietary information rights;
“License Administrator(s)”	means those Users designated by you who are authorised to purchase licences online using the online Order Form(s) and to create User accounts and otherwise administer your use of the Service;
“License Term(s)”	means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s);
“Order Form(s)”	means the form on the Website or one returned to sales-i evidencing the initial Subscription and any subsequent order forms submitted through the Website or one returned to sales-i specifying, inter alia, the number of licences required, the Service Fees, the Delivery Frequency, each such Order Form to be incorporated into and form part of these Terms;
“sales- i” or “us” or “our”	means Blue Systems Limited (registered in England with number 05553047) trading as sales-i;
“Service”	means the services offered from time to time by sales-i, including but without limitation, on-line customer relationship management, billing,

data analysis or other services identified during the ordering process, developed, operated and maintained by sales-i, accessible via the Website or another designated website or IP address, or ancillary on-line or off-line products and services provided to you by sales-i, to which you are being granted access under these Terms, including the Technology and the Sales Information;

“Service Information”	means the audio and/or visual information, documents, software, products, or services contained or made available to you in the course of your Subscription;
“Subscription”	means your use of the Service by accessing the Website;
“Subscription Fee”	means the fee payable by you to sales-i for your Subscription in accordance with these Terms;
“Technology”	means all of sales-i’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information (made available to you by sales-i in providing the Service));
“Terms”	means these standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between you and sales-i;
“Users”	means your employees, representatives, consultants, contractors or agents who are authorised to use the Service and have been supplied by you (or by sales-i at your request);
“Website”	means the sales-i website for the sale of the Service at www.sales-i.com
“Writing”	and any similar expression, includes electronic mail, facsimile transmission and comparable means of communication;
“you” or “your” or “Customer”	means the person, firm or company whose order for the Service is accepted by sales-i.

- 1.2. A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3. The headings in these Terms are for convenience only and shall not affect their interpretation.
- 1.4. In the event of a conflict between the Terms and any of the Order Form(s), these Terms shall prevail.

2. **Provision of Service**

- 2.1. The Service is provided by sales-i, whose registered office is at 6 Charter Point Way, Ashby Park, Ashby De La Zouch, Leicestershire, LE65 1NF. You will receive access to the Service following payment for the period of your Subscription.
- 2.2. You acknowledge that you have provided sales-i with accurate and complete registration information in the Order Form and that it is your responsibility to update sales-i of any changes to that information (including your email address) and the e-mail address of the Users by emailing the Email Address.
- 2.3. Each Subscription is for the number of Users specified in the Order Form.

2.4. sales-i is continually seeking to improve the Service. sales-i reserves the right, at its discretion, to make changes to any part of the Service provided that it does not materially reduce their content or functionality.

3. **Licence Grant and Restrictions**

3.1. sales-i hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to these Terms. All rights not expressly granted to you are reserved by sales-i.

3.2. You shall not:

3.2.1. access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes;

3.2.2. licence, sub-licence, sell, re-sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Service Information in any way;

3.2.3. modify or make derivative works based upon the Service or Service Information;

3.2.4. create Internet "links" to the Service or "frame" or "mirror" any Service Information on any other server or wireless or Internet-based device; or

3.2.5. reverse, engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service;

3.3. User licenses cannot be shared or used by more than one individual User but may be re-assigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

3.4. You may use the Service only for your internal business purposes and shall not (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, (ii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights, (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorised access to the Service or its related systems or networks.

4. **Your Responsibilities**

4.1. You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

4.2. You shall:

4.2.1. notify sales-i immediately of any unauthorised use of any ID;

4.2.2. report to sales-i immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and

4.2.3. not impersonate another sales-i user or provide false identity information to gain access to or use the Service.

4.2.4. Notify sales-i of any change of data format up loadable to the sales-i server. Any changes made by the Customer to the Customer material after the initial system has gone live including but not limited to Product codes, Product Groupings, Territories, Account Structures, upload routine etc will incur a cost to accommodate these changes (with notice or not) and will be chargeable at sales-i's standard day rate at a ratio of the number of hours required to make the system live. Without reasonable notice from the customer sales-i reserves the right to inform the customer within 3 working days of how long it will take sales-i to resume service with the changes in place.

- 4.3. If sales-i reasonably believes that any ID is being used in any way which is not permitted by these Terms, sales-i reserves the right to suspend access rights immediately on giving notice to you and to block access from any ID until the issue has been resolved to the satisfaction of sales-i.

5. **Account Information and Data**

- 5.1. sales-i does not own any Customer Material. Accordingly, you, not sales-i, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or right to use of all Customer Material, and sales-i shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Material.
- 5.2. If the Contract is terminated (other than by reason of your breach), sales-i will make available to you a file of the Customer Material within 30 days of termination if you so request at the time of termination.
- 5.3. sales-i reserves the right to withhold, remove and/or discard Customer Material without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Material immediately ceases, and sales-i shall have no obligation to maintain or forward any Customer Material.

6. **IPR**

- 6.1. sales-i alone (and its licensors, where applicable) shall own all right, title and interest, including all related IPR in and to the Technology, the Service Information and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service.
- 6.2. These Terms are not a sale and do not convey to you any rights of ownership in or related to the Service, the Technology or the IPR owned by sales-i. The sales-i name, the sales-i logo, and the product names associated with the Service are the IPR of sales-i or third parties, and no right or license is granted to use them.

7. **Third Parties**

- 7.1. During the use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service and/or the Website. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. sales-i and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party. sales-i does not endorse any sites on the Internet that are linked through the Service. sales-i provides these links to you only as a matter of convenience, and in no event shall sales-i or its licensors be responsible for any content, products, or other materials on or available from such sites. sales-i provides the Service to you pursuant to the terms and conditions of these Terms. You recognise, however, that certain third party providers of ancillary software, hardware or services may require your agreement to additional or difference license or other terms prior to your use of or access to such software, hardware or services.

8. **Fees**

- 8.1. You shall pay to sales-i the Subscription Fees in GBP Sterling or US Dollars in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total User licenses requested times the User license fee currently in effect. The Subscription Fee is payable quarterly in advance (or as agreed on your order form) and all payment obligations are non-cancellable and all amounts paid are non-refundable. You are responsible for paying for all User licenses ordered for the entire License Term, whether or not such User licenses are actively used. You must provide sales-i with valid credit card, Direct Debit or approved purchase order information as a condition to signing up for the Service.
- 8.2. An authorised License Administrator may add licenses by executing an additional written or electronic Order Form. Added licenses will be subject to the following: (i) added licenses will be coterminous with the pre-existing License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month.

- 8.3. sales-i reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.
- 8.4. sales-i charges and collects in advance for use of the Service. sales-i will automatically renew and bill your credit card, collect funds by direct debit or direct payment or issue an invoice to you every month or year. The renewal charge will be equal to the then-current number of total User licenses times the license fee in effect during the prior term, unless sales-i has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter.
- 8.5. Fees for implementation services and training will be charged on an as-quoted basis and invoiced on receipt of order. Implementation service and training fees are payable in advance and exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties including value added tax.
- 8.6. Any changes made by the Customer to the Customer material after the initial system has gone live including but not limited to Product codes, Product Groupings, Territories, Account Structures, upload routine etc will incur a cost to accommodate these changes and will be chargeable at sales-i's standard day rate at a ratio of the number of hours required to make the system live. Without reasonable notice from the customer sales-i reserves the right to inform the customer within 3 working days of how long it will take sales-i to resume service with the changes in place.
- 8.7. You agree to provide sales-i with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 14 days of any change to it. If the contact information you have provided is false or fraudulent, sales-i reserves the right to terminate your access to the Service.
- 8.8. If you believe your bill is incorrect, you must contact us in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

9. **Non-Payment and Temporary Suspension**

- 9.1. If payment of the Subscription Fee is not made on the due date for whatever reason, sales-i shall be entitled, without limiting any other rights or remedies it may have :-
- 9.1.1. to suspend performance of the Service until payment in full is made and sales-i shall have no liability to you in respect of that suspension, nor in respect of any loss or damage caused to you as a result of it;
- 9.1.2. to terminate the Contract;
- 9.1.3. charge you interest (both before and after any judgement) on the amount unpaid at the rate of 2% per annum above the base lending rate of the Bank of England from time to time (a part of the month being treated as a full month for the purpose of calculating interest) from the due date until the outstanding is paid in full;
- 9.1.4. continue to charge the Subscription Fee for User licences during any period of suspension.
- 9.2. You agree that sales-i may charge any unpaid fees and/or any interest thereon to your credit card or charge through Direct Debit or Direct Payment or otherwise bill you for such unpaid fees and/or any interest thereon.
- 9.3. sales-i reserve the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that sales-i has no obligation to retain Customer Material and that such Customer Material may be irretrievably deleted if your account is suspended for 30 days or more.

10. **Term and Termination**

- 10.1. Upon the expiration of the Initial Term, the Contract will automatically renew for successive renewal terms equal in duration to the Initial Term at sales-i's then current fees. Either party may terminate the Contract or reduce the number of licenses, effective only upon the expiration of the then current Licence Term, by

notifying the other party in Writing at least 5 working days prior to the date of the invoice for the following term.

- 10.2. In the event that the Contract is terminated (other than reason of your breach), sales-i will make available to you a file for file of the Customer Material within 30 days of termination if you so request at the time of termination. You hereby agree and acknowledge that sales-i has no obligation to retain the Customer Material, and may delete such Customer Material for more than 30 days after termination.
- 10.3. Any breach of you payment obligations or unauthorised use of the Technology of Service will be deemed a material breach of these Terms.
- 10.4. sales-i may in its sole and absolute discretion terminate your ID, account or use of the Service if you breach or otherwise fail to comply with these Terms.
- 10.5. You agree and acknowledge that sales-i has no obligation to retain the Customer Material and may delete such Customer Material, if you have materially breached these Terms, including but without limitation a failure to pay outstanding Subscription Fees, and any such breach has not been remedied within 30 days' notice of such breach.

11. **Warranties**

- 11.1. sales-i warrants that it will use all reasonable skill and care in making the Service available to you and in ensuring its availability during your Subscription.
- 11.2. You hereby represent and warrant to sales-i that:-
 - 11.2.1. you have the legal power and authority to enter into these Terms; and
 - 11.2.2. you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.
- 11.3. You shall indemnify and hold sales-i, its licensors and each of its parent companies, subsidiary companies, officers, directors, employees and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and VAT thereon) arising out of or in connection with:-
 - 11.3.1. a claim alleging that the use of the Customer Material infringes the rights of, or has caused harm to a third party;
 - 11.3.2. a claim, which if true, would constitute a violation by you of any representations and warranties contained in these Terms; or
 - 11.3.3. a claim arising from the breach by you or your Users of these Terms.

12. **Limitation of Liability**

- 12.1. sales-i will use its reasonable endeavours to remedy faults in the Service during the Subscription. If we are in breach of these Terms, you agree that your only recovery for damages that you incur, and your exclusive remedy, shall be limited to an amount equivalent to the Subscription Fee paid or payable in relation to your use for the relevant month of the Service. Where you are still in the free trial period, your only remedy will be to terminate your use of the Service.
- 12.2. sales-i makes no representations, warranties or guarantees as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Service and/or any of the Service Information. sales-i does not represent or warrant that:-
 - 12.2.1. the use of the Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
 - 12.2.2. the Service will meet your requirements or expectations;
 - 12.2.3. the Sales Information will be accurate or reliable;

- 12.2.4. the quality of any information or other materials obtained through the Service will meet your requirements or expectations;
- 12.2.5. errors or defects will be corrected; or
- 12.2.6. the Service or the Technology that makes the Service available is free of viruses or other harmful components.
- 12.3. The Service and the Service Information is provided to you strictly on an “**as is**” basis. All conditions, representations and royalties, whether express, implied, statutory or otherwise, including but without limitation any implied warranty of satisfactory quality, fitness for purpose, non-infringement of third party rights are hereby disclaimed to the maximum extent permitted by law, by sales-i.
- 12.4. You hereby acknowledge and agree that the Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. sales-i is not responsible for any delays, delivery failures or other damage resulting from such problems.
- 12.5. Nothing in these Terms will limit our liability for death or personal injury resulting from our negligence or that of our employees or agents.
- 12.6. We will not be in breach of contract as a result of any delay or failure to perform our obligations as set out in these Terms where such delay or failure to perform arises from a Force Majeure Event.
- 12.7. **IN ANY EVENT, THE ENTIRE LIABILITY OF SALES-i UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/ OR DUE FROM YOU IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.**
- 12.8. You hereby acknowledge and agree that sales-i shall have no liability for any indirect, special or consequential loss, damage, costs, expenses or other claims of compensation whatsoever (including but without limitation business losses, lost data, lost profits, business interruption, further economic loss) arising out of or in any way connected with the Service, including but not limited to the use or inability to use the Service, or for any Service Information obtained from or through the Service, any interruption, inaccuracy, error or omission regardless of cause in the Service Information and/or failure to provide the Service.
13. **Terms of use of the Website**
- 13.1. By using the Website you agree to be legally bound by these terms, which shall take effect immediately on your first use of this Website. If you do not agree to be legally bound by all the following terms please do not access and/or use this Website.
- 13.2. You may not copy, reproduce, republish, download, post, broadcast, transmit or otherwise use any of the Website content in any way except for your own personal and non-commercial use. You also agree not to adapt, alter or create a derivative work from any of the Website content except for your own personal, non-commercial use. Any other use of the Website content requires the prior written permission of sales-i.
- 13.3. You agree to use the Website only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else’s use and enjoyment of the Website. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the Website.
- 13.4. The Website content, including the information, names, images, pictures, logos and icons regarding or relating to sales-i, its advertised properties (or to third party products and services), is provided “**AS IS**” and on an “**IS AVAILABLE**” basis without any representations or any kind or warranty made (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 13.5. sales-i will not be liable for any damage, including indirect or consequential damages, or any damages arising from use or loss of use, data or profits, whether in contract, negligence or other tortious action, arising from or in connection with the use of the Website.
- 13.6. sales-i do not warrant that functions contained in the Website content will be uninterrupted or error free, that defects will be corrected, or that sales-i or the server that makes it available are free of viruses or bugs.

- 13.7. The names, images and logos identifying sales-i or third parties and their products and services are subject to copyright, design rights trade marks and other intellectual property rights of sales-i or a third party as the case may be. Nothing contained in these terms shall be construed as conferring by implication or otherwise any licence or right to use any trademark, patent, design right, copyright or other intellectual property rights of sales-i, or any other third party.
- 13.8. The Website may contain other proprietary notices and copyright information, the terms of which must be observed and followed.
- 13.9. Certain links in this Website may connect to other websites maintained by other parties over whom sales-i has no control. sales-i makes no representations as to the accuracy or any other aspect of information contained in other websites.
14. **Privacy Policy**
- 14.1. The information that you provide about yourself to sales-i will only be used by sales-i in accordance with its Privacy Policy <http://www.sales-i.com/privacy.aspx> please read the Privacy policy carefully and if you have any questions please email the Email Address.
15. **Notices**
- 15.1. All notices shall be given to sales-i via email at info@sales-i.com or by post at sales-i, Blythe Valley Innovation Centre, Central Boulevard, Solihull, B90 8AJ, United Kingdom or to you at either the email or postal address you provided during any ordering process.
- 15.2. sales-i may give notice by means of a general notice on the Service, by electronic mail to your e-mail address on record in sales-i account information, or by written communication sent by first class mail or pre-paid post to your address on record in sales-i's account information.
- 15.3. Notice will be deemed received when an email is received (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.
16. **General**
- 16.1. We may transfer and/or assign our rights and/or our obligations under these Terms. This will not affect your rights under these Terms. You may not transfer any of your rights or obligations under these Terms.
- 16.2. sales-i reserves the right to modify these Terms or its policies relating to the Service at any time, effective upon posting of an updated version of these Terms on the Website, and on sending you an e-mail to your e-mail address on its records. You are responsible for regular reviewing of these Terms. Continued use of the Service after any such change shall constitute your consent to such changes.
- 16.3. Nothing in these Terms shall confer your rights on any other person.
- 16.4. If you breach these Terms and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach these Terms.
- 16.5. These Terms, together with the [Privacy policy](#) and any additional terms on the Service, represents the entire terms agreed between the parties in relation to its subject matter and may be amended only by our agreement in writing.
- 16.6. These Terms shall be governed by English law. You hereby submit to the non-exclusive jurisdiction of the English Courts.
- 16.7. We will try to solve any disagreements quickly and efficiently. If you want to take court proceedings in relation to these Terms you must do so in the United Kingdom.