This is a sample - not the full document

Buy the full document in Word format Select from the following options:

SaaS Terms & Conditions

Business Pack

Staff Handbooks

SaaS Terms and Conditions of Use - Business Customers Only

Last updated [Insert date]

1. This Service

The [Insert service name] (Service) is provided by [Insert full company name] (us, we) to you. Your use of this Service and any additional services introduced by us and contained within constitutes acceptance by you of these Terms & Conditions.

2. Eligibility

You must be a minimum age of 18 to register on and use the Service. By registering and using the Service you warrant that you are 18 or older and understand your obligations under these Terms & Conditions.

3. Registration and Account Integrity

- **3.1** As part of the registration process you will need to create an account, including a username & password. It is your responsibility to ensure that the information you provide is accurate, not misleading and relates to you. You cannot create an account or username & password using the names and information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. We reserve the right with or without notice to suspend or terminate any account in breach.
- **3.2** Where we provide an organisation with a number of user licenses for the Service these must be adhered to. User licenses cannot be shared between

users. A breach of this clause will result in termination of the abused accounts and/or all accounts provided to the organisation.

3.3 If for any reason you suspect that your username & password has been disclosed to or obtained by another party you should contact us immediately. Please note that we never contact users requesting them to confirm their username & password or other details.

4. Pricing, Plans and Features

- **4.1** We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product, service, subscription, or plan is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any overpayment made by you (as applicable).
- **4.2** We reserve the right to alter all product, service subscription or plan pricing and features without notice.

5. Payment and Credit Control

- **5.1** All services are billed monthly in advance.
- **5.2** If you upgrade from a free or trial account you will be immediately charged for the necessary full account or accounts. Your monthly payment will be due from that date each month onwards.
- **5.3** Where the Service has been paid for 12 months in advance, (where this option is offered by us) payment will be taken in full on each anniversary.
- **5.4** It is a condition of use that a valid debit or credit card (or other valid payment method accepted by us) is provided at all times in order for your account or accounts to remain active.
- **5.5** Where a payment request is made by us and is declined (for whatever reason) access to your account or accounts may be suspended immediately until such time as a valid payment has been processed and a valid payment method is added to your account or accounts.

6. Cancellation Rights, Defects and Refunds

6.1 You may cancel your account or accounts at any time.

- **6.2** As this is a business-to-business transaction no right of cancellation exists under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- **6.3** Cancellation should be done using the facility provided.
- **6.4** Cancellation by any other means, including (but not limited to) email, telephone call, fax, text, or instant message is not valid.
- **6.5** Full or partial refunds will only be given where the product or service provided by us is found to be defective.
- **6.6** Refunds will not be given where we are unable to replicate the issue or the issue stems from the user or their equipment.
- **6.7** In the case of a defective service we reserve the right to offer an additional free period of service or issue a partial or full refund at our sole discretion.
- **6.8** Where a refund is offered and accepted by you it will be made within seven working days of receiving your acceptance of a refund.

7. Upgrading or Downgrading Accounts

- **7.1** Users have the ability to upgrade or downgrade their accounts and the services offered at any time.
- **7.2** Where an account is downgraded the applicable user will be responsible for all the data within the account and any loss of data caused by the downgrading and removal of any service within the account connected to the downgrade.
- **7.3** Users should backup and download their data prior to requesting a downgrade in service.
- **7.4** No refunds will be offered for downgraded monthly accounts that have been downgraded before the monthly charge is due on the account. The new lower monthly charge will be automatically applied on the usual date of the monthly charge.
- **7.5** Where an account is upgraded the new higher monthly charge will be automatically applied on the next usual date of the monthly charge.
- **7.6** In the case 12-month accounts (when offered) a partial refund will be offered for all complete remaining months of the service where the user downgrades the account. No refund will be offered for days remaining in the month of the downgrade.

7.7 Where a 12-month account is upgraded the increased charge will be applied immediately to the account for the additional amount due until the anniversary date.

8. Trial and Offer Periods

- **8.1** Trial or offer periods are offered at our sole discretion and are subject to withdrawal at any time and without notice.
- **8.2** Where you are offered a free-trial period you will receive an email notification no less than seven days before your free-period is due to end and automatically convert into a paid subscription. Please note this does not apply where you are merely offered a discounted or offer-period paid-for subscription at a reduced rate that subsequently converts to a subscription at one of our full standard subscription rates.
- **8.3** Only one person may use a single free or trial account, the account cannot be shared amongst multiple individuals.
- **8.4** These Terms and Conditions apply to all trial or offer-period accounts.

Sample document – the remaining are clause headings only Full document contains all clauses

- 9. Technical Support
- **10. Specific Service Rules**
- 11. Content Ownership
- 12. Copyrighted Material
- 13. Content Monitoring
- 14. Termination
- 15. Access and Backups
- 16. Disclaimer
- 17. Limitation of Liability
- 18. Indemnity

- 19. Privacy
- 20. Severability
- 21. Waiver
- 22. Entire Terms & Conditions
- 23. Jurisdiction

SaaS Terms and Conditions of Use - Consumers Only

Last updated [Insert date]

1. This Service

The [Insert service name] (Service) is provided by [Insert full company name] (us, we) to you. Your use of this Service and any additional services introduced by us and contained within constitutes acceptance by you of these Terms & Conditions.

2. Eligibility

You must be a minimum age of 18 to register on and use the Service. By registering and using the Service you warrant that you are 18 or older and understand your obligations under these Terms & Conditions.

3. Registration and Account Integrity

3.1 As part of the registration process you will need to create an account, including a username & password. It is your responsibility to ensure that the information you provide is accurate, not misleading and relates to you. You cannot create an account or username & password using the names and information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. We reserve the right with or without notice to suspend or terminate any account in breach.

- **3.2** Where we provide an organisation with a number of user licenses for the Service these must be adhered to. User licenses cannot be shared between users. A breach of this clause will result in termination of the abused accounts and/or all accounts provided to the organisation.
- **3.3** If for any reason you suspect that your username & password has been disclosed to or obtained by another party you should contact us immediately. Please note that we never contact users requesting them to confirm their username & password or other details.

4. Pricing, Plans and Features

- **4.1** We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product, service or plan is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable).
- **4.2** We reserve the right to alter all product, service or plan pricing and features without notice.

5. Payment and Credit Control

- **5.1** All services are billed monthly in advance.
- **5.2** If you upgrade from a free or trial account you will be immediately charged for the necessary full account or accounts. Your monthly payment will be due from that date each month onwards.
- **5.3** Where the Service has been paid for 12 months in advance, (where this option is offered by us) payment will be taken in full on each anniversary.
- **5.4** It is a condition of use that a valid debit or credit card (or other valid payment method accepted by us) is provided at all times in order for your account or accounts to remain active.
- **5.5** Where a payment request is made by us and is declined (for whatever reason) access to your account or accounts may be suspended immediately until such time as a valid payment has been processed and a valid payment method is added to your account or accounts.

6. Cancellation Rights, Defects and Refunds

6.1 You may cancel your account or accounts at any time.

- **6.2** Cancellation should be done using the facility provided.
- **6.3** Cancellation by any other means, including (but not limited to) email, telephone call, fax, text, or instant message is not valid.
- **6.4** Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a right to cancel your subscription and obtain a refund.
- **6.5** Where your subscription grants you immediate access to any downloadable, electronic or "softcopy" goods or other electronic services of immediate value you will be required to tick the box at the checkout waiving your right to a refund under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- **6.6** In the case of a defective service we reserve the right to offer an additional free period of service or issue a partial or full refund at our sole discretion.
- **6.7** Where a refund is offered and accepted by you it will be made within seven working days of receiving your acceptance of a refund.
- **6.8** Once a refund is issued your subscription will be terminated or downgraded accordingly.

7. Upgrading or Downgrading Accounts

- **7.1** Users have the ability to upgrade or downgrade their accounts and the services offered at any time.
- **7.2** Where an account is downgraded the applicable user will be responsible for all the data within the account and any loss of data caused by the downgrading and removal of any service within the account connected to the downgrade.
- **7.3** Users should backup and download their data prior to requesting a downgrade in service.
- **7.4** No refunds will be offered for downgraded monthly accounts that have been downgraded before the monthly charge is due on the account. The new lower monthly charge will be automatically applied on the usual date of the monthly charge.
- **7.5** Where an account is upgraded the new higher monthly charge will be automatically applied on the next usual date of the monthly charge.

- **7.6** In the case 12-month accounts (when offered) a partial refund will be offered for all complete remaining months of the service where the user downgrades the account. No refund will be offered for days remaining in the month of the downgrade.
- **7.7** Where a 12-month account is upgraded the increased charge will be applied immediately to the account for the additional amount due until the anniversary date.

8. Trial and Offer Periods

- **8.1** Trial or offer periods are offered at our sole discretion and are subject to withdrawal at any time and without notice.
- **8.2** Where you are offered a free-trial period you will receive an email notification no less than seven days before your free trial-period is due to end offering you the opportunity to convert your free-trial into a paid subscription. Please note this does not apply where you are merely offered a discounted or offer-period paid-for subscription at a reduced rate that subsequently converts to a subscription at one of our full standard subscription rates.
- **8.3** Only one person may use a single free or trial account, the account cannot be shared amongst multiple individuals.
- **8.4** These Terms and Conditions apply to all trial or offer-period accounts

Sample document – the remaining are clause headings only Full document contains all clauses

- 9. Technical Support
- **10. Specific Service Rules**
- 11. Content Ownership
- 12. Copyrighted Material
- 13. Content Monitoring
- 14. Termination
- 15. Access and Backups
- 16. Disclaimer

- 17. Limitation of Liability
- 18. Indemnity
- 19. Privacy
- 20. Severability
- 21. Waiver
- 22. Entire Terms & Conditions
- 23. The Consumer Rights Act 2015
- 24. Your Statutory Rights
- 25. Jurisdiction

Website Privacy Policy

1. Data Protection

We comply with the principles of the Data Protection Act 2018 (UK GDPR) and the General Data Protection Regulation (GDPR) when dealing with all data received from customers or visitors to our website.

2. Our Services

We only hold the data necessary to offer services provided on our website. We do not ask for or use more data than necessary to provide you with a proper service. This means we only process and hold data related to purchases and subsequent support related to those purchases, in accordance with Article 6(1)(b) of the General Data Protection Regulation (GDPR). Any processing of your data is only done to provide or perform the services or products you have purchased.

3. Data Protection Register

Data is only used for the purposes described in our entry on the Data Protection Register.

4. Required Period

We only hold personal data for as long as necessary. Once data is no longer needed, we delete it.

Sample document – the remaining are clause headings only Full document contains all clauses

- 5. Card & Payment Processing Data
- 6. Backup & Data Storage
- 7. Customer Requests
- 8. Email Updates
- 9. Our Promise
- 10. Data Sharing With Partners
- 11. Spam
- 12. Product Updates
- 13. Email Content
- 14. Cookies
- 15. Contact Us
- (c) compactlaw.co.uk