

# My Software Group Ltd.



MY SOFTWARE GROUP

## Terms and Conditions

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## WEBSITE TERMS AND CONDITIONS

### 1. Application

1.1 These terms and conditions (the "Terms and Conditions") govern all access to and use of **www.mysoftwaregroup.co.uk** and all associated websites, (collectively, the "Site"). The Services are owned and operated by My Software Group Ltd ("we", "us", or "our"). By accessing or using any part of the Site, you agree to be bound by these Terms and Conditions without modification.

1.2 By accessing or using any part of the Site, you represent and warrant that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree to all of these Terms and Conditions, you must immediately discontinue any use of the Site. Your continued use of the Site constitutes your ongoing acceptance of these Terms and Conditions, as may be updated from time to time.

### 2. Intellectual Property

All content published and made available on our Site, including but not limited to all intellectual property rights, trademarks, trade names, logos, domain names, software, source code, algorithms, databases, images, text, graphics, icons, hyperlinks, private information, designs, drawings, and any other materials (collectively, "Content") is the exclusive property of My Software Group Ltd. No license or right to use any Content is granted, whether by implication, estoppel, or otherwise, except as expressly authorised in writing by My Software Group Ltd.

### 3. Acceptable Use

3.1 When you access our Site, you warrant and represent that: (a) you will comply with these Terms and Conditions and all applicable laws; (b) you have the legal capacity to enter into these terms; (c) you are at least 18 years old; and (d) all information you provide to us is true, accurate and complete.

3.2 As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

3.2.1 Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;

- 3.2.2 Make any unauthorised use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences;
- 3.2.3 Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the content contained therein;
- 3.2.4 Engage in unauthorised framing of or linking to the Site;
- 3.2.5 Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- 3.2.6 Make improper use of our Services, including our support services or submit false reports of abuse or misconduct;
- 3.2.7 Engage in any automated use of the Site, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- 3.2.8 Interfere with, disrupt, or create an undue burden on the Site or the networks or the Site connected;
- 3.2.9 Attempt to impersonate another user or person or use the username of another user;
- 3.2.10 Use any information obtained from the Site in order to harass, abuse, or harm another person;
- 3.2.11 Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise;
- 3.2.12 Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site;
- 3.2.13 Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site;
- 3.2.14 Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you;
- 3.2.15 Delete the copyright or other proprietary rights notice from any Content;

- 3.2.16 Copy or adapt the Site' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- 3.2.17 Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site;
- 3.2.18 Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ('gifs'), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms');
- 3.2.19 Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorised script or other software;
- 3.2.20 Make any statement or take any action that disparages, tarnishes, or otherwise harms, as determined by us in our sole and absolute discretion, us, our reputation, the Site, or any of our affiliates, partners, or licensors;
- 3.2.21 Use the Site in a manner inconsistent with any applicable laws or regulations;
- 3.2.22 Sell or otherwise transfer your profile; or
- 3.2.23 Use a buying agent or purchasing agent to make purchases on the Site.
- 3.3 If you access our Site, you understand, acknowledge, and agree that you may not, except if expressly permitted:
- 3.3.1 Engage in any use, including modification, copying, redistribution, publication, display, performance, or retransmission, of any portions of the Site, other than as expressly permitted by these Terms and Conditions, without the prior written consent of My Software Group Ltd., which consent My Software Group Ltd. may grant or refuse in its sole and absolute discretion. All rights not expressly granted are reserved by My Software Group Ltd. in perpetuity;

- 3.3.2 Reconstruct or attempt to discover any source code or algorithms of the Site, or any portion thereof, by any means whatsoever;
  - 3.3.3 Provide, or otherwise make available, the Site to any third party;
  - 3.3.4 Intercept any data not intended for you;
  - 3.3.5 Damage, reveal, or alter any user's data, or any other hardware, software, or information relating to another person or entity;
- 3.4 If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

#### **4. Accounts**

- 4.1 When you create an account on our Site, you agree to the following:
- 4.1.1 You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
  - 4.1.2 All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

#### **5. Services**

- 5.1 To access any trial or subscription Services, users may be required to provide valid payment details in advance. Subscription fees will be charged in accordance with the applicable Product Schedule or subscription terms unless cancelled before the end of any trial period.
- 5.2 Access to and use of the Services is governed by the applicable licence agreement, Product Schedule and subscription terms in addition to these Website Terms and Conditions.
- 5.3 Hardware purchases and connectivity services (including SIM cards) are supplied separately from the Services and are subject to the hardware sales, warranty and returns terms set out below.

5.4 All information, descriptions and images relating to the Services are provided for general guidance only. While we take reasonable care to ensure accuracy, minor variations may occur and the Services are provided subject to the applicable licence and subscription terms.

5.5 We reserve the right to modify, reject or cancel any order where reasonably necessary. If we cancel an order for Services and have already processed your payment, we will provide an appropriate refund of any amounts paid for those Services. This clause does not apply to hardware purchases, which are subject to the hardware terms below.

## **6. Hardware Sales, Warranty and Returns**

6.1 From time to time, hardware devices, tablets, SIM cards, or related equipment may be offered for purchase through the Site.

6.2 Unless expressly stated otherwise, hardware is sold outright and ownership transfers to the purchaser upon delivery and payment in full. Hardware is supplied separately from any software subscription or Services.

6.3 Hardware purchases are final and non-refundable except where required by law or where the hardware is defective or not as described at the time of delivery.

6.4 If the Customer believes hardware is defective, the Customer must notify the Provider within a reasonable time and return the affected hardware for inspection. The Customer is responsible for return shipping costs unless a defect is confirmed.

6.5 Following inspection, the Provider may, at its option:

6.5.1 repair the hardware;

6.5.2 replace the hardware;

6.5.3 provide a refund where repair or replacement is not commercially reasonable.

6.6 The Provider is not responsible for defects arising from misuse, accidental damage, modification, improper storage, normal wear and tear, or issues arising after delivery.

6.7 Where returned hardware is found not to be defective, the Customer remains responsible for all shipping and handling costs.

- 6.8 If the Customer fails to respond within 30 days of notification that inspection is complete, the Provider may return the hardware at the Customer's cost or charge reasonable storage fees. Hardware uncollected after a reasonable further period may be disposed of in accordance with applicable law.

## **7. Limitation of Liability**

To the fullest extent permitted by law, the Provider's total aggregate liability arising out of or in connection with your use of this Site shall not exceed the greater of (a) £100, or (b) the total amount paid by you to the Provider for use of the Site or related services in the twelve (12) months preceding the event giving rise to the claim. The Provider shall not be liable for any indirect or consequential loss, or for any loss of profits, revenue, data, goodwill or business interruption. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot be excluded or limited under applicable law.

## **8. Disclaimer**

- 8.1 The information provided on the Site is for general informational purposes only. All information on the Site and our mobile application is provided "as is" and "as available". While we strive to provide accurate information, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, completeness, performance, functionality or fitness for a particular purpose of any information on the Site or our mobile application.
- 8.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE OR OUR MOBILE APPLICATION, WITH THE DELAY OR INABILITY TO USE THE SITE OR OUR MOBILE APPLICATION, OR FOR ANY INFORMATION OBTAINED THROUGH THE SITE OR OUR MOBILE APPLICATION. YOUR USE OF THE SITE AND OUR MOBILE APPLICATION AND YOUR RELIANCE ON ANY INFORMATION ON THE SITE AND OUR MOBILE APPLICATION IS SOLELY AT YOUR OWN RISK.

- 8.3 The Site and our mobile application may contain (or you may be sent through the Site or our mobile application) links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability, completeness, or security by us. We have no control over third-party websites and accept no responsibility for their content, privacy policies, or practices. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OFFERED BY THIRD-PARTY WEBSITES LINKED THROUGH THE SITE OR ANY WEBSITE OR FEATURE LINKED IN ANY BANNER OR OTHER ADVERTISING. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.
- 8.4 The Site cannot and does not contain medical/health advice. Nothing on this Site or in our mobile application constitutes, or is meant to constitute, medical/health advice of any kind. The medical/health information is provided for general informational and educational purposes only and is not a substitute for professional advice. Accordingly, before taking any actions based upon such information, we encourage you to consult with the appropriate professionals. We do not provide any kind of medical/health advice. THE USE OR RELIANCE OF ANY INFORMATION CONTAINED ON THE SITE OR OUR MOBILE APPLICATION IS SOLELY AT YOUR OWN RISK.
- 8.5 The Site may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences. YOUR INDIVIDUAL RESULTS MAY VARY. NO PROMISES, GUARANTEES OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE MADE AS TO THE ACCURACY, RELIABILITY OR OUTCOMES OF USING OUR PRODUCTS AND/OR SERVICES.
- 8.6 The testimonials on the Site are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the Site verbatim as given by the users, except for the correction of grammar or typing errors. Some testimonials may have been shortened for the sake of brevity where the full testimonial contained extraneous information not relevant to the general public.

- 8.7 The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions. We are not affiliated with users who provide testimonials, and users are not paid or otherwise compensated for their testimonials. We reserve the right to remove or edit testimonials at our sole discretion, including but not limited to testimonials that contain inappropriate content or violate our Terms and Conditions.
- 8.8 The testimonials on the Site are not intended, nor should they be construed, as claims that our products and/or services can be used to diagnose, treat, mitigate, cure, prevent, or otherwise be used for any disease or medical condition. No testimonials have been clinically proven or evaluated. If you have or suspect that you have a medical problem, contact your healthcare provider immediately. We explicitly disclaim any responsibility for any adverse effects arising from the use of or reliance on any information contained within the Site or our mobile application.

## **9. Data Protection**

My Software Group Ltd is committed to safeguarding your personal information. By using our Site, you agree to the collection and use of information in accordance with our Privacy Policy and Cookie Policy. These policies, which are incorporated by reference into these Terms and Conditions, provide detailed information on how we handle your personal data and the use of cookies on our Site. We urge all users to carefully review these documents to understand our practices regarding data protection and your rights. Compliance with these policies is mandatory and integral to your use of our services.

## **10. Indemnity**

By using this Site you agree to defend, indemnify and hold harmless My Software Group Ltd and our directors, officers, agents, employees, subsidiaries, and affiliates from and against any and all actions, claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or relating to: (i) your use of our Site; (ii) your violation of these Terms and Conditions; (iii) your violation of any third party rights; or (iv) any content submitted by you to the Site.

**11. Applicable Law**

These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales. You hereby irrevocably consent to the personal jurisdiction of such courts and waive any objection to proceedings in such courts whether on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

**12. Additional Terms**

12.1 Users are solely responsible for obtaining all necessary rights, permissions, and consents for any data or information they collect, process, or submit through our software services. Users shall ensure all such data collection and processing complies with applicable laws and regulations. Users shall defend, indemnify and hold us harmless from any claims arising from their data collection and processing activities.

12.2 Purchasers and users of our services are hereby informed that their use of the services is subject to additional terms and conditions, including but not limited to those outlined in our Data Processing Agreement. These additional terms are to be construed alongside these Terms and Conditions. Users are expected to familiarise themselves with these documents, which provide further details on data protection obligations and other critical aspects of service usage. Compliance with these additional terms is mandatory, and they are integral to the agreement governing the use of our services.

**13. Order of Precedence**

In the event of any conflict or inconsistency between these Terms and Conditions and any other agreement between you and the Provider relating to the Services, the following order of precedence shall apply (highest first):

1. The Master Software as a Service (SaaS) Agreement;
2. The applicable Product Schedule(s) (in respect of the relevant Services only);
3. The Data Processing Agreement (for data protection matters only);
4. The Master End User Licence Agreement; and
5. These Terms and Conditions.

**14. Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

**15. Changes**

We reserve the right to modify these Terms and Conditions at any time. We will notify users of any material changes by posting the updated Terms and Conditions on our Site and sending an email notification to registered users. Your continued use of the Site following such notification constitutes your acceptance of the modified Terms and Conditions. If you do not agree to the modified terms, you must immediately cease using the Site. The modified terms will be effective immediately for new users and 30 days after posting for existing users.

**16. Contact Details**

For any questions or concerns relating to these Terms and Conditions, please contact us at [info@mysoftwaregroup.co.uk](mailto:info@mysoftwaregroup.co.uk) or call 01980 345850 during normal business hours (9:00 AM - 5:00 PM GMT, Monday-Friday, excluding public holidays). While we strive to respond to all inquiries promptly, response times may vary. Written communications are preferred and should include your full name and contact information.