



Pocket PA

FOCUS ON WHAT YOU LOVE

TERMS AND CONDITIONS

ABOUT US

Thank you for selecting to use the services offered by Pocket PA a trading name of Zomsco Limited a company incorporated and registered in England and Wales with company number 10476404 whose registered office is at 2 London Wall Place EC2Y 5AU

Pocket PA is the one-stop small business Platform that helps you run your business on the go on the website or through your smartphone. It helps you schedule and manage all your clients, appointments, services, sales, business expenses, billing and accounts in one place. The app gives you up to the minute overviews on your paid and expected income and spending on simple screens and all data is exportable for accountancy and tax calculations.

AGREEMENT

This is a legal agreement between you and Pocket PA. By clicking “I Agree” indicating acceptance electronically or by installing, accessing or using the Services, you Agree to these terms and if you do not agree you may not use or accessing the Services.

This Agreement describes the terms governing your use of Pocket PA Services. It includes by reference;

Pocket PA’s <https://www.pocketpa.com/privacy-policy>

Additional terms and conditions which may include those from third parties.

You must be at least 18 years of age to use our Services and by accessing our Services you agree that;

You can form a binding contract with Pocket PA

You will comply with this Agreement and all applicable local, national and international law, rules and regulations.

AGREED TERMS

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: sole user and the (one login).

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.1.

Customer Data: the data inputted by You, or Pocket PA on Your behalf for the purpose of using the Services or facilitating Your use of the Services.

Cybersecurity Requirements: all laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, and sanctions, applicable to either party, relating to security of network and information systems and security breach and incident reporting requirements, including the Data Protection Legislation, the Cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Data shall include financial, client and/or any other data generated by, or derived from Your use of the Services, whether hosted or stored within the Services or elsewhere.

Documentation: the document(s) made available to You by Pocket PA online via www.Pocket PA.com or such other web address notified by Pocket PA to You from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of subscription.

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

Incident: any Vulnerability, Virus or security incident which:

- a) may affect the Software or the Services;
- b) may affect the Pocket PA's network and information systems, such that it could potentially affect You or the Software or the Services; or
- c) is reported to Pocket PA by You.

Initial Subscription Term: the initial term of this agreement is;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mitigate: the taking of such reasonable steps that would be taken a prudent Pocket PA in accordance with Good industry Practice to mitigate against the Incident in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal of affected protocols or functionality in their entirety) provided these are approved by You in writing in advance, and the terms Mitigated and Mitigation shall be construed accordingly.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Renewal Period: the period described in clause 14.1.

Services: the subscription services provided by Pocket PA to You under this agreement via www.Pocket PA.com as more particularly described in the Documentation.

Software: the online software applications provided by Pocket PA as part of the Services.

Fees: the Fees payable by You to Pocket PA for the User Subscriptions, as opted for on initial registration.

Subscription Term: The Initial Subscription Term opted for at the point of registration together with any subsequent Renewal Periods).

Support Services Policy: the Pocket PA's policy for providing support in relation to the Services as made available at www.PocketPA.com or such other website address as may be notified to You from time to time.

User Subscriptions: the user subscriptions purchased by You pursuant to clause 8.1 which entitle Authorised Users to access and use the Services in accordance with this agreement.

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9. References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. User subscriptions

- 2.1. When you register for a create an account Pocket PA hereby grants you or a person you authorise a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to use the Services during the Subscription Term solely for your internal business operations and subject to limitations based on the subscription you purchase. Any violation of the Agreement by a person

authorised by you may result in the termination of yours or the person authorised by Your access to the Services

2.2. You or any third party permitted by you shall not:

- (a) distribute or transmit to the Pocket PA, via the Services, any Viruses or Known Vulnerability or Latent Vulnerability including for the avoidance of any doubt any Trojan horse, worm or other disruptive software or data;
- (b) store, access, publish, disseminate, distribute or transmit via the Services any material which:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;
 - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (vi) is otherwise illegal or causes damage or injury to any person or property;
 - (vii) Any content that you do not have the right to use without permission from the intellectual property rights owners thereof

and Pocket PA reserves the right, to terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promoting restricting used as described above.

2.3. You shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between us and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- (b) access all or any part of the Services in order to build a product or service which competes with the Services and/or the Documentation;
- (c) use the Services to provide services to third parties;
- (d) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.

- 2.4. You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, if there is any such unauthorised access or use, you shall promptly notify Pocket PA.

3. Services

- 3.1. Pocket PA shall, during the Subscription Term, provide the Services to You on and subject to the terms of this agreement.
- 3.2. Pocket PA has the right in their sole discretion to revise, update or otherwise modify the Services or alter your access to the Services. Where we do so we shall use commercially reasonable efforts to provide you with reasonable notice make the Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 7.00 pm to 12.00 am UK time; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that Pocket PA has used reasonable endeavours to give You at least 6 Normal Business Hours' notice in advance.
- 3.3. Pocket PA will, as part of the Services and at no additional cost to You, provide You with the Pocket PA's standard customer support services during Normal Business Hours. Pocket PA may amend its support services on no less than ninety (30) days' notice in writing to You and shall ensure that any amendment to the support services policy does not adversely affect, reduce, or change the Support Services. If You do not agree to the Pocket PA's updated Support Services Policy, You may terminate this agreement on no less than thirty (30) days' prior written notice to the Pocket PA.

4. Data protection & Privacy

- 4.1. Data Processing and Privacy. (a) Pocket PA is the controller of the personal information it processes about you when you use the Services and (b) You acknowledge that Pocket PA will process your personal information as described in our Privacy Policy when you use our Services.
- 4.2. The terms "Controller," "Processor," "data subject," "personal data (also referred to as Personal Information in the Agreement)" and "processing" (and "process") shall have the meanings given in the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation).
- 4.3. You acknowledge and agree that in order to provide you with access to and use of the Services, Pocket PA may provide your access information and account data to (i) your employee or agent who is identified in the registration data as the current system administrator for your account (the "Current Administrator"), and (ii) such other employee or agent who may be designated by you as a replacement administrator for the your account by following the procedures required by Pocket PA to effectuate such replacement. Any other person You identified as an authorized user of the Services

will have access to the account data subject to the access permissions you or the system administrator assigned to them.

- 4.4. For users accessing the Services from the United Kingdom or the European Economic Area (“EEA”), we are a Controller of the Personal Information you provide through the Services.
- 4.5. Personal Information. You represent and warrant to us that you will provide appropriate notice and have obtained (or will obtain) all consents and rights necessary for us to Process the Personal Information in accordance with this Agreement and our <https://www.pocketpa.com/privacy-policy>
- 4.6. If you are providing Personal Information to us that is not personal to you, you agree that you have either provided the data subject notice or received permission from the data subject and have the appropriate legal basis, as required by applicable law, for us to: (a) use, and/or disclose the personal information in accordance with our Privacy Policy , (b) move the data outside of the country of residence of such owner of the personal data, if applicable, pursuant to our Privacy Policy, (c) provide the Personal Information to Third Party Products that you approve, and (d) otherwise use and disclose the personal information in accordance with this Agreement; and
- 4.7. If there is any discrepancy between this Agreement and our Privacy Policy with respect the collection, use, and/or disclosure of the personal information, the Privacy Policy will prevail.
- 4.8. You may provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that we may use your telephone number for "multi-factor authentication" (“MFA”), to confirm your identity and help protect the security of your account. Part of the MFA identity verification process may involve Pocket PA sending text messages containing security codes to your telephone number. You agree to receive these texts from Pocket PA containing security codes as part of the MFA process. In addition, you agree that Pocket PA may send automated text messages and pre-recorded voice messages to the telephone number you provide for other limited purposes, including: providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services. Additionally, Pocket PA may use your telephone number to contact you about special offers or other Pocket PA or third-party products or services unless you opt out of such marketing. With MFA, you also agree and consent to us obtaining and using information from your mobile phone service provider, solely for the purposes of verifying your identity and to compare information you have provided to Pocket PA (such information may include from your mobile phone service provider account record: your name, address, email, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other mobile phone subscriber details).
- 4.9. In connection with your use of the Services and as part of the functionality of certain versions of the Services, you may wish to have access to your online account(s) and financial information, including your account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your financial institution(s) and the data made available by your financial institutions(s) with such data, which may include bank balances, transaction activity, credit card charges, debits and deposits, and any messages or notices between you and the financial institution(s). The Services are designed to allow you to access and download this information through the Services, to allow Pocket PA to access your financial institution account(s), download and use your account data, and to allow Pocket PA to aggregate and combine your account data with other data. If you lose or forget your user name or

password, it will be necessary for you to return to the appropriate financial institution if you have any problems with respect to that user name or password.

- 4.10. You acknowledge and agree that except as set forth this Agreement, Pocket PA has no control over this login data and no control over the access to it and, does not guarantee that you will be able to use the Services with your financial institution(s), and will have no liability whatsoever for any actions or inactions on the part of the financial institution(s) resulting in your inability to use the Services to access your accounts, obtain data, download transactions, or otherwise use or access your other financial data
- 4.11. You acknowledge that (i) some financial institution(s) may not permit Pocket PA or other third parties to have access to other financial data (ii) financial institution(s) may make changes to their websites, with or without notice to you us, that may affect the overall performance of the Service and prevent or delay aggregation of data from such websites; and (iii) the Services refreshes your Services account data by collecting the data automatically or manually (depending on your financial institution(s) or any changes by you that may require an update), so your most recent transactions may not always be reflected in the account balances or other account information presented to you by Pocket PA through the Services. If you see a discrepancy in your Services account data as compared to your other financial data, and in any case before making any transactions or decisions based on such account data presented in the Services, you should check the last refresh date for your financial institution account(s) and confirm the accuracy of the Services account data and manually update such data as necessary.
- 4.12. You may have the option for Pocket PA to transfer your data files from the Services in order to facilitate certain, data integration, and data access between the Services and certain supported ancillary services (the "Ancillary Services") you may sign up for and use in connection with the Services (the "Online Data Transfer"). In order for you to select the Online Data Transfer option, you must (i) have registered select versions of the Services, (ii) have Internet access, (iii) have an active subscription to the Services; and (iv) and may need to be an active subscriber to the Ancillary Services. If you select the Online Data Transfer option, a copy of all or part of your company data files will be transferred via the Internet to Pocket PA servers; where you grant Pocket PA the right and license to (i) host and maintain your data, (ii) use and transfer your data to the Ancillary Services and (iii) reformat and manipulate your data as reasonably necessary for the data to function with the Ancillary Services. Your original data files will remain in the Services. If you sign up for any Ancillary Services that support Online Data Transfer, you will have the option to request that Pocket PA send your data to any of those supported Ancillary Services. If a supported Ancillary Service is provided by a third party, you authorize Pocket PA to transfer your data to and from the third-party provider to enable provision of the Ancillary Services to you. Pocket PA will support and maintain the data transfer service as part of the Service. You agree that the third-party provider may transfer your data from the Ancillary Service to Pocket PA, and that, Pocket PA may use such data subject to the terms of this Agreement. You agree and acknowledge that Pocket PA has no control over any third-party provider or any third party Ancillary Services. Your use of the Ancillary Service is subject to additional third-party terms and conditions. Please carefully review their terms and conditions, including privacy policy. If you do not agree with their terms and policies, you should not use or access the third-party Ancillary Service and you should not authorize the Online Data Transfer to the third party Ancillary Service.
- 4.13. Pocket PA shall have the right, in its sole discretion and with reasonable notice posted on an Pocket PA website and/or sent to you at the Current Administrator's email address provided in the Registration Data, to revise, update, or otherwise modify the Services and establish or change limits concerning use of the Service, temporarily or permanently, including but not limited to (i) the amount

of storage space you have on the Services at any time, and (ii) the number of times (and the maximum duration for which) you may access the Services in a given period of time. Pocket PA reserves the right to make any such changes effective immediately to maintain the security of the system or User Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement to such changes. Pocket PA may, from time to time, perform maintenance upon the Services resulting in interrupted service, delays or errors in the Services. Pocket PA will attempt to provide prior notice of scheduled maintenance but cannot guarantee that such notice will be provided.

5. Pocket PA's obligations

- 5.1. Pocket PA undertakes that the Services will be performed in accordance with these Terms of Use and with reasonable skill and care in accordance with Good Industry Practice.
- 5.2. The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Pocket PA's instructions, or modification or alteration of the Services by any party other than Pocket PA or the Pocket PA's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Pocket PA will, at its expense, and without prejudice to customer's other rights or remedies, correct any such non-conformance promptly.
- 5.3. This agreement shall not prevent Pocket PA from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 5.4. Pocket PA:
 - (a) does not warrant that Your use of the Services will be uninterrupted or error-free;
 - OR
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.5. Pocket PA warrants and undertakes that that:
 - (a) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement;
 - (b) it will comply with all applicable laws and regulations with respect to its obligations under this agreement;
 - (c) it will co-operate with you in all matters relating to the Services and comply with Your instructions;
 - (d) it will not do or omit to do anything which may cause You to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and
 - (e) it will notify You in writing immediately upon the occurrence of a change of control of the Pocket PA.

5.6. Pocket PA shall, in providing the Services, comply with Customer's information security, confidentiality and data protection policies relating to the privacy and security of You Data.

6. Customer's obligations

6.1. You shall:

(a) provide Pocket PA with:

(i) all necessary co-operation in relation to this agreement; and

(ii) all necessary access to such information as may be required by the Pocket PA;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement; and

(c) ensure that its network and systems comply with the relevant specifications provided by Pocket PA from time to time.

6.2. You shall own all right, title and interest in and to all of You Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

7. Charges and payment

7.1. For Services offered on a payment or subscription basis, the following terms apply, unless Pocket PA or its third-party affiliate notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

7.2. Payments will be billed to you in Sterling or other currencies which may be made available (plus any and all applicable taxes, including without limitation VAT, GST and SST), as shown in the product ordering and subscription terms, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.

7.3. You must pay with one of the following:

(a) A valid credit card acceptable to Pocket PA;

(b) A valid debit card acceptable to Pocket PA

7.4. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or by another payment option Pocket PA provides to you in writing.

7.5. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.

7.6. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of the Services, we may participate in programs supported by your card provider

(e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorise us to continue billing your account with the updated information that we obtain.

- 7.7. Pocket PA will automatically renew your monthly, quarterly, or annual Services at the then-current rates, unless the Services subscription is cancelled or terminated under this Agreement. (Renewal Period)
- 7.8. Additional cancellation or renewal terms may be provided to you on the website for the Services.
- 7.9. New users are offered a 14-day free trial. Upgrading and subscribing to use Pocket PA will indicate an intention to use the service on a fee-paying basis. If you registered for a trial use of the Service ("Trial Period"), you must decide to purchase a license to the Service, at the current rate, within the Trial Period in order to retain any Content that you have entered through the Services, created within the data file, posted or uploaded during the Trial Period. If you do not purchase a license to the Services by the end of the Trial Period, your Content will no longer be available to you. To be very clear, after using the Services during the trial period, if you decide not to purchase the license to the full version of the Services, you will not be able to access or retrieve any of the data you added or created with the Services during the trial.
- 7.10. From time to time, Pocket PA may, at its sole discretion, include new and/or updated beta features ("Beta Features") in the Services for your use and which permit you to provide feedback (fees may apply). You understand and agree that your use of the Beta Features is voluntary, and Pocket PA is not obligated to provide you with any Beta Features. You understand that once you use the Beta Features, you may be unable to revert back to the earlier non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the earlier non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Beta Features is at your sole risk.
- 7.11. If Pocket PA has not received payment within 30 days after the due date, and as the Pocket PA's sole remedy, interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Pocket PA's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.12. All amounts and fees stated or referred to in this agreement:
 - (a) shall be payable in pounds sterling;
 - (b) are inclusive of value added tax.
- 7.13. Pocket PA shall be entitled to increase the Fees, the fees payable in respect of the additional User Subscriptions at the start of each Renewal Period upon 30 days prior notice to You.

8. Proprietary rights

- 8.1. You acknowledge and agrees that Pocket PA and/or its licensors own all intellectual property rights in the Services. Except as expressly stated in this agreement, this agreement does not grant You any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

8.2. Pocket PA confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

9. Confidentiality

9.1. Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives in connection with this agreement, including but not limited to:

- (a) the existence and terms of this agreement or any agreement entered into in connection with this agreement;
- (b) any information that would be regarded as confidential by a reasonable businessperson relating to:
 - (i) the business, assets, affairs, customers, clients, Pocket PAs, or plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (c) any information developed by us in the course of carrying out this agreement and we agree that:
 - (i) details of the Services, and the results of any performance tests of the Services, shall constitute Pocket PA Confidential Information; and
 - (ii) Customer Data shall constitute Customer Confidential Information;

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

9.2. The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) we agree in writing is not confidential or may be disclosed;

9.3. Each party shall keep the other party's Confidential Information secret and confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 10.

9.4. A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

9.5. On termination of this agreement, each party shall:

- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
- (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 14 (Termination).

9.6. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

9.7. Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

9.8. The above provisions of this clause 10 shall continue to apply after termination of this agreement.

10. Security of network and information systems

10.1. Cyber Security is important to us. Pocket PA warrants that the security of its network and information systems is up to date and accurate and that it will update You immediately if there are any changes to such information.

10.2. Pocket PA shall notify You immediately it becomes aware of any Incident and respond without delay to all queries and requests for information from You about any Incident, whether discovered by Pocket PA or You.

10.3. Pocket PA shall (and warrants and represents that it shall at all times in accordance with Good Industry Practice:

- (a) implement, operate, maintain, and adhere to, appropriate policies to cover the issues specified in Schedule 4, including an incident management process which shall enable the Pocket PA, as a minimum, to discover and assess Incidents, and to prioritise those Incidents, sufficient to meet its reporting obligations under clause 11.2; and
- (b) Mitigate against all Incidents.

11. Limitation of liability & Disclaimer

- 11.1. WARNING: you are strongly advised to read this clause YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Pocket PA , ITS AFFILIATES, AND ITS AND THEIR THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SERVICES. Pocket PA AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.
- 11.2. Pocket PA, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.
- 11.3. LIMITATION OF LIABILITY AND INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF Pocket PA, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, Pocket PA , ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET Pocket PA SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF Pocket PA AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF Pocket PA, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.
- 11.4. You agree to indemnify and hold Pocket PA and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). Pocket PA reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Pocket PA in the defense of any Claims. Except as expressly and specifically provided in this agreement, You assumes sole responsibility for results obtained from the use of the Services by You, and for conclusions drawn from such use.
- 11.5. Nothing in this agreement excludes the liability of Pocket PA:
- (a) for death or personal injury caused by the Pocket PA's negligence; or
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) under clause 5, clause 6.5, clause 10, clause 11 or clause 12.
- 11.6. Subject to clause 13.1 and clause 13.2:

- (a) Pocket PA shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) the losses for which Pocket PA assumes responsibility and which shall (subject to clause 13.3(c)) be recoverable by You include:
 - (i) sums paid by You to Pocket PA pursuant to this agreement;
 - (ii) wasted expenditure;
 - (iii) additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
 - (iv) losses incurred by You arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including for the avoidance of any doubt HMRC, any subcontractor, Pocket PA personnel, regulator or customer of You) against You caused by the act or omission of the Pocket PA;
 - (v) anticipated savings; and
 - (vi) loss of, corruption or damage to, data; .
- (c) the Pocket PA's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to 100% of the total Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

12. Term and termination

12.1. This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive Initial Subscription Periods as opted for at the time of initial subscription (each a Renewal Period), unless:

- (a) You notify Pocket PA that you wish to terminate the agreement, in writing, before the end of the next Renewal Period in which case you shall remain liable for all costs applicable to that period and thereafter this agreement shall then terminate
- (b) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

12.2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

- (b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 OR (being a partnership) has any partner to whom any of the foregoing apply];
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

12.3. On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall terminate within at the end of the next billing period of the date of termination of this agreement;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) Pocket PA shall provide all assistance and information requested by Customer and shall cooperate with Customer and any replacement provider of the Services to facilitate a smooth transition from the Pocket PA; and
- (d) any rights, remedies, obligations or liabilities of us that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.
- (e) 90 days storage of data

12.4. On termination of this agreement for any reason, Pocket PA:

- (a) shall make no further use of Your Data;
- (b) Pocket PA shall preserve all Customer Data in its possession until it has received any such instructions.
- (c) Shall store Data on account on a 'read only 'basis for 90 days after you unsubscribe or your free trial ends whichever is the sooner. After this period the account will be closed and information will no longer be available.

13. Other Important Terms

- 13.1. Restricted Use of the Services. You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of Pocket PA or could subject Pocket PA to liability to third parties, including: (i) unauthorised access, monitoring, interference with, or use of the Services or third party accounts, data, computers, systems or networks; (ii) interference with others 'use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorised collection or use of

personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in Our opinion, is prohibited under this Agreement; (v) any other activity that places Pocket PA in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of an Pocket PA system or network or to breach Our security or authentication measures, whether by passive or intrusive techniques. Pocket PA reserves the right to not authorise and may terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

- 13.2. Community forums. The Services may now or in the future include a community forum or other social features to exchange Content and information with other users of the Services and the public. Pocket PA does not support and is not responsible for the Content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which Pocket PA is not responsible.
- 13.3. You agree that Pocket PA may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Pocket PA a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Pocket PA in any way.
- 13.4. Pocket PA may monitor Content. Pocket PA may, but has no obligation to, monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect Pocket PA or our customers, or operate the Services properly. Pocket PA, in its sole discretion, may refuse to post, remove, or refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

14. Additional Terms

- 14.1. Pocket PA does not give professional advice. Unless specifically included with the Services, Pocket PA is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. For the avoidance of any doubt where a tax or other estimator is used this is purely for informational purposes only and should only be used as an indication of potential liability and you should always consult the services of a competent professional when you need this type of assistance.
- 14.2. We may tell you about other Pocket PA Services. You may be offered other services, products, or promotions by Pocket PA ("Pocket PA Services"). Additional terms and conditions and fees may apply. With some Pocket PA Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet.
- 14.3. Communications. Pocket PA may be required by law to send you communications about the Services or third-party products. You agree that Pocket PA may send these communications to you via email or by posting them on our websites
- 14.4. You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for the Services and to contact Pocket PA if you become aware of any unauthorised

access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

15. Force majeure

Neither of us shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this agreement by giving 14 days written notice to the affected party.

16. Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

17. Variation

No variation of this agreement shall be effective unless it is in writing and signed by us (or our authorised representatives).

18. Waiver

18.1. A waiver of any right or remedy is only effective if given in writing.

18.2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

19. Rights and remedies

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

20.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

20.2. If any provision or part-provision of this agreement is deemed deleted under clause 20.1 us shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire agreement

- 21.1. This agreement constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 21.2. We acknowledge that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 21.3. We agree that we shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 21.4. Nothing in this clause shall limit or exclude any liability for fraud.

22. Assignment

- 22.1. You shall not, without the prior written consent of Pocket PA, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 22.2. Pocket PA may not at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement without the prior written consent of You.

23. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between us, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. Third party rights

Except as provided in clauses 2.6 and 12.1, this agreement does not confer any rights on any person or party (other than us to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. Notices

- 25.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be sent by email to the following addresses:
 - (i) help@pocketpa.com
 - (ii) Party 2: to the email address used to register.
- 25.2. Any notice shall be deemed to have been received if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 25.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27. Jurisdiction

We irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date you sign up and begin using our services.