

# Terms & Conditions - version 2.19

## About Us

1. Pocket PA is owned and operated by Zomsco Ltd, a company registered at Companies House in England and Wales, company no: 10476404, address: 52 High Street, Pinner, Middlesex, United Kingdom, HA5 5PW
2. 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.

## Acceptance of Terms

3. Users' access to and use of Pocket PA is conditional upon the agreement with and acceptance of the Terms & Conditions ("Terms"). When using the Pocket PA Platform, users agree to be bound by these Terms. If users do not wish to be bound by these Terms, they must not use Pocket PA.
4. By using or accessing the Website in any way, viewing or browsing the Website, downloading, installing or using the Platform or any portion thereof, you are agreeing to be bound by these Terms.
5. Your use of Pocket PA and any related product or Service is also subject to our Privacy Policy.
6. We may at any time revise these Terms by updating this page. Revisions will take immediate effect and may affect users' ability to use Pocket PA. While we will make every effort to communicate these changes to you, users should check these Terms regularly for any revisions. Further use of Pocket PA following the posting of any revisions to these Terms constitutes user's acceptance of the revised Terms.
7. The rights and obligations concerning Intellectual Property Rights, Representations and Warranties, and Confidential Information clause, will survive any termination or expiration of these Terms.

## Representations

8. By accessing Pocket PA you hereby represent, warrant and covenant to us that:
  - you are at least 18 years of age
  - you have the full right, power and authority to enter into the Agreement with us and to grant the rights and licenses under these Terms
  - you have the authority to act on behalf of any person or entity for whose benefit you might be accessing and using Pocket PA and are deemed to have agreed to these Terms on behalf of any person or entity for whom you access and use the Service

- you provide true, accurate, current and complete information as may be prompted by any registration forms on the Platform and will promptly update the Registration Data and any other information you provide to us to ensure it remains true, accurate and complete.

## Fees

9. Pocket PA offers its Service on a subscription basis for a fee. Users can choose the duration of the subscription. The exact fee will be provided during the registration.
10. We reserve the right to vary the fee from time to time. You will be notified of the changed fee in advance. Your continued use of the Service after the fee change indicates your agreement with the new fee. Any changes to fees and other charges will only be applicable from the next billing period.
11. New users are offered one month free trial. Upgrading and subscribing to use of Pocket PA will indicate intention to use the Service on a fee-paying basis.
12. Fees will be charged in pound sterling (GBP) including Vat as shown in the subscription terms, and your account will be debited when you subscribe and provide your payment information.
13. You are responsible for all taxes applicable to the fees required by law of your jurisdiction.
14. 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 your use of the Service.
15. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your service, we may participate in programs supported by your card provider (e.g., updated 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.
16. We will automatically renew your monthly or annual Subscription at the then-current rates, unless the Services are suspended or terminated under this Agreement. You have an option under Subscriptions to switch off the auto-renew.
17. We may operate, utilise, or apply reduced pricing to any product or Service offered through Pocket PA, pursuant to a discount policy. Such discount policy will be operating, maintained, utilized, and applied at our discretion. Any such price reduction or alterations is not guaranteed or warranted, and may not be exchanged for money or credits at any point in time.

## Use of Pocket PA

### License

18. You are granted the right to use the Service only for the purposes described by us. We reserve all other rights in the Service. Until termination of this Agreement and as long as you meet any applicable payment obligations and

comply with these Terms, we grant you a personal, limited, non-exclusive, non-transferable right and license to use the Service.

19. You agree not to use, nor permit any third party to use Pocket PA or content in a manner that violates any applicable law, regulation or these Terms.
20. You agree you will not:
  - provide access to or give any part of the Service to any unauthorized third party
  - reproduce, modify, copy, deconstruct, sell, trade or resell the Service
  - make the Service available on any file-sharing or application hosting service
21. The Service is for your own use only. You may not resell, lease or provide them in any other way to anyone else, except as expressly permitted through the Platform.
21. The use of any automated software or any other mechanical or electronic means allowing users to create Accounts is prohibited.

#### Registration

22. All information provided when registering with Pocket PA must be current, correct and complete.
23. You are solely responsible for maintaining strict confidentiality of your Account details and for any activity under the Account. It is your sole responsibility to control access to and use of the Account and to notify us of your desire to terminate the Account. Pocket PA will not be responsible or liable for any losses arising from user's failure to comply with this provision.
24. You are encouraged to regularly download the data stored on Pocket PA and we recommend this to be monthly as a minimum.

#### Termination

25. We retain the right and absolute discretion to suspend or terminate user's account, and/or access to Pocket PA (or any element thereof), if we believe that the user is abusing or tampering with the Service in any way, has breached these Terms or has engaged in any unlawful, unethical or other misconduct which could jeopardise the proper administration of Pocket PA. We reserve legal right to recover damages or other compensation from an offender and the right to erase data held on the account without notifying the offender.
26. You can terminate your account with us at any time by emailing us at [help@pocketpa.com](mailto:help@pocketpa.com). You will be liable for the payment due in the current billing period in which you terminate your account and your account will remain active until end of the subscription period.
27. We will 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.

#### Access

28. When accessing and using the Platform, You must:

- not attempt to undermine the security or integrity of our computing systems or networks or, where the Service is hosted by a third party, that third party's computing systems and networks
- not use, or misuse the Service in any way which may impair the functionality of the Platform
- not attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which the Platform is hosted
- not transmit, or input into the Platform, any files that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use)
- not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Service or to operate the Platform except as is strictly necessary to use either of them for normal operation.

## Communication

30. Sometimes we may send you communications about promotions, services or third party products that we believe are relevant to your business. You agree that Pocket PA may send these communications to you via email. You can unsubscribe from these at any time by clicking the unsubscribe in these emails.
31. Pocket PA is not liable for any arrangements made between you and a third party introduced by us. You are encouraged to perform your own due diligence prior to using any of our introductions.
32. If we notify you about other services, products, or promotions provided by Pocket PA additional fees may apply but you would always know of these in advance and there is no obligation to take up any offers.
33. Depending on your selections, certain features of the Platform may allow for or require communications with you or your customers via telephone, email, or text message. We accept no liability for any costs, expenses, data charges or usage limitations associated with any such communications.
34. Depending on your selection, you may be required to purchase SMS credits to use the automated SMS reminder service. The automated SMS service works only in conjunction with the subscription.
35. It is your responsibility to ensure that your clients' phone numbers are correct and include the relevant country code for the SMS reminder service to work.
36. Any communication tools used by you and available through Pocket PA will be used by you for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Platform, including but not limited to offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users or material in violation of any law.
37. We reserve the right to remove any communication by you at any time and such a removal will be in our sole discretion.

## Content

38. You are responsible for all materials, data, and personal information uploaded, posted or stored through your use of the Service. You grant Pocket PA a worldwide, royalty-free, non-exclusive license to host and use any content provided through your use of the Platform. You are responsible for any lost or unrecoverable content.
39. Pocket PA is not responsible for the content or data you submit through the Service. You agree not to use, nor permit any third party to use the Platform to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:
  - Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage “flaming” others, or criminal or civil liability under any local, state, federal or foreign law
  - Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual’s privacy
  - Except as permitted by Pocket PA in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding
  - Virus, Trojan horse, worm or other disruptive or harmful software or data
  - Any information, software or content which is not legally yours and without permission from the copyright owner or intellectual property rights owner
40. You agree that Pocket PA may use your feedback, suggestions, or ideas in any way, including future modifications of the Platform, other products or services, advertising or marketing materials. You grant Pocket PA a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, royalty free license to use the feedback you provide to us in any way.
41. Pocket PA may, but has no obligation to, monitor content on the Platform. We may disclose any information necessary to satisfy our legal obligations, protect us or its customers, or operate the Service properly.

## Confidentiality and Privacy

42. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms. Each party’s obligations under this clause will survive termination of these Terms.
43. Pocket PA is the controller of the personal information it processes about you when you use the Platform and you acknowledge that Pocket PA will process your personal information as described in our Privacy Policy.

## Intellectual Property

44. Title to, and all Intellectual Property Rights in the Service, the Website and the Platform, and any documentation relating to the Platform remain the property of Pocket PA (or its licensors).
45. Title to, and all Intellectual Property Rights in the data provided by users remain property of users. However, your access to the data is contingent on full payment of any fees when due. You grant us a license to use, copy, transmit, store, and back-up your information and data for the purposes of enabling you to access and use the Service and for any other purpose related to provision of services to you.
46. You must maintain copies of all data inputted into the Platform. Pocket PA adheres to its best practice policies and procedures to prevent data loss, but does not make any guarantees that there will be no loss of data. Pocket PA expressly excludes liability for any loss of data no matter how caused.
47. If your data is intended for the use of other users (for example, if you issue invoices to customers or authorise third parties to access your data through the Platform), you also grant us and our affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to sublicense such data to your customers for their necessary use of the Platform.
48. Pocket PA grants you a limited, revocable, non-exclusive, non-sublicensable license to access the Platform and to view, copy and print the portions of the content available to you through the Platform. Such license is subject to these Terms, and specifically conditioned upon the following:
  - you may only view, copy and print such portions of the Platform for your own use
  - you may not modify or otherwise make derivative works of the content, or reproduce, distribute or display the Platform (except for page caching) except as expressly permitted in these Terms
  - you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Platform
  - you may not use any data mining, robots or similar data gathering or extraction methods
  - you may not use the Platform or the content other than for their intended purpose.
49. Except as expressly permitted in these Terms any use of any portion of the Platform without the prior written permission of its Pocket PA is strictly prohibited and will terminate the license granted in this section, this Agreement and your account with us. Any such unauthorised use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. The license in this Section is revocable by Pocket PA at any time.
50. You represent and warrant that your use of the Platform and the content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law. To request permission for uses of content not

included in this license, you may contact Pocket PA at the address set out at the bottom of these Terms.

## Providing a Reliable and Secure Service

51. We take security seriously and put a great deal of effort into ensuring that our Service operates in a secure manner at all times.
52. Pocket PA does not guarantee security of a third party payment provider and you accept the risks associated with use of the payment methods and discharge any responsibility of Pocket PA. Users who enable auto-billing and choose to store credit card information of their customers accept as satisfactory Pocket PA's credit card protection procedure. If credit card data is provided by users and their customers they are responsible for its protection.
53. If you give access to a third party to your user content through the Platform, we cannot control and are not responsible or liable for the third party's use of your data or account.

## No Responsibility for Third-Party Services, Sites or Content

54. As a service to our Users, the Platform may contain links to Third Party Web sites, their content and may provide Third Party services, including payment processors and other payment intermediaries that you may use in the process of using our Service. Your use of Third Party services is at your own risk and we are not liable for any part thereof.
55. Pocket PA makes no claim or representation regarding Third Party services and provides them or links to them only as convenience. Inclusion in the services of Third Party materials does not imply our endorsement, adoption or sponsorship of, or affiliation with them. Pocket PA accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of Third Party materials or Web sites linking to their services. When you leave the Platform, our Terms and Policies no longer govern, and when you use Third Party services their terms and policies apply. You should review applicable terms and policies, including privacy and data gathering practices, of any Third Party materials and Third Party services, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any Third Party.
56. The provider of Third Party materials and Third Party services is solely responsible for such Third Party materials and Third Party services, the content therein, any warranties to the extent that such warranties have not been disclaimed, and any claims that you or any other party may have relating to that Third-Party materials and Third-Party services or your use of them.

You acknowledge that:

- you are purchasing the license to Third Party materials and Third Party services from the provider of those Third Party materials and Third Party services
- Pocket PA is acting as agent for the provider in providing such Third Party materials and Third Party services to you

- Pocket PA is not a party to the license between you and the provider with respect to such Third Party materials and Third Party services
  - Pocket PA is not responsible for such Third Party materials and Third Party services, the content therein, or any warranties or claims that you or any other party may have relating to such Third Party materials and Third Party services or your use of them.
57. You acknowledge and agree that Pocket PA and its affiliates are Third Party beneficiaries for such Third Party materials and Third-Party services, and that, upon your acceptance of the terms and conditions of the license to any such Third Party materials and Third Party Services Pocket PA will have the right (and will be deemed to have accepted the right) to enforce such license against you as a Third Party beneficiary thereof.

## Advertisements and Promotions

58. Pocket PA may run advertisements and promotions from third parties on the Platform. Your business dealings or correspondence with, or participation in promotions of, advertisers other than us, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. Pocket PA does not endorse such third parties and is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the Platform.

## Limited Warranties

59. Your use of the Platform, services, software (including without limitation, the application), content and any Third Party materials or Third Party services is entirely at your own risk, and except as described in this agreement, are provided “as is.” To the maximum extent permitted by applicable law, Pocket PA, its subsidiaries and affiliates, and their Third Party providers, licensors, distributors or suppliers disclaim all warranties and conditions, express or implied, including any warranty or condition that Pocket PA’s or Third Party materials or services are or will:
- be fit for a particular purpose
  - be of good title
  - be of merchantable quality
  - will not interfere with or infringe or misappropriate any intellectual property rights.
60. Pocket PA disclaim all warranties and conditions, expressed or implied as to the accuracy, reliability, quality of content in or linked to Pocket PA. Pocket PA, its subsidiaries and its affiliates and suppliers do not warrant that the Platform is or will be secure, free from bugs, viruses, interruption, data loss, errors, theft or destruction.
61. Pocket PA, its subsidiaries affiliates and suppliers disclaim any representations or warranties that your use of the Platform will satisfy or ensure compliance with any legal obligations or laws or regulations.

## Limitations and exclusions of liability



62. Pocket PA, its directors, affiliates, officers, employees, agents, contractors, successors and assigns do not accept any liability for any decisions made on the basis of information provided on the Platform. This Platform does not constitute legal or financial advice and should not be treated as such. We urge you to obtain professional advice before proceeding with any investment, business, legal, or financial decision.
63. 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 three (3) months prior to such claim. Subject to applicable law, Pocket PA, its affiliates and suppliers are not liable for any of the following:
- indirect, special, incidental, punitive or consequential damages;
  - 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's systems requirements.
64. In no event shall Pocket PA have or incur any liability, whether in contract, tort, product liability or other legal basis arising out of or relating to the use any Third Party materials or Third Party services.
65. 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 defence and control of any Claim. You agree to reasonably cooperate as requested by Pocket PA in the defence of any Claim.

## Termination of License

66. Notwithstanding any provision of these Terms, Pocket PA reserves the right, without notice and in its sole discretion, without any liability to you, to:
- terminate your license to use the Platform, or any portion thereof and the rights of any third party to which you have granted access to your data through the Platform
  - block or prevent your future access to and use of all or any portion of the Platform and the rights of any third party to which you have granted access to your data through the Platform
  - change, suspend or discontinue any aspect of the Platform
  - impose limits on the Platform.

## Indemnity

68. You hereby undertake to indemnify us against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these Terms, or arising out of any claim on

the grounds that you have breached any provision of these Terms.

## Breaches

69. Without prejudice to our other rights under these Terms, if you breach these Terms in any way, Pocket PA may take such action as we deem appropriate to deal with the breach, including suspending your access to the Platform, prohibiting you from accessing our Service, blocking computers using your IP address from accessing the Platform, contacting your internet service provider to request that they block your access to the Platform and/or bringing court proceedings against you.

## Waiver

70. Failure of either party to insist upon strict performance of any provision of this Agreement or failure to exercise any right or remedy to which they are entitled shall not constitute a waiver and shall not cause diminution of the obligations under this Agreement. No waiver of any of the provisions of these Terms shall be effective unless it is expressly stated to be such and signed by Pocket PA.

## Force Majeure

71. Neither party shall be liable to other for any failure to perform any obligation under the Agreement which is due to an event beyond the control of such party.

## Assignment

72. We may transfer, sub-contract, assign or otherwise deal with our rights and/or obligations under these Terms without notifying you or obtaining your consent.

73. You may not transfer, sub-contract, assign, or otherwise deal with your rights and/or obligations under these Terms.

## Severability

74. If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## Exclusion of third party rights

75. These Terms are for the benefit of you and Pocket PA, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Terms is not subject to the

consent of any third party.

## Entire agreement

76. These Terms together with our Privacy Policy constitute the entire Agreement between you and Pocket PA in relation to your use of our Platform and supersede all previous agreements in respect of your use of our Service.

## Law and jurisdiction

77. These Terms, to the level permitted by the national law of consumer, will be governed by and construed in accordance with English law, and any disputes relating to these Terms will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## Questions and Comments

78. If you have any questions regarding these Terms or your use of the Service, please contact us here: [help@pocketpa.com](mailto:help@pocketpa.com)

These Terms form part of the Agreement between you and Pocket PA. Your use of Pocket PA indicates your understanding, agreement and acceptance of these Terms.

Last update: 3.12.2019