

Licence Agreements

IMPORTANT: Please read the Licence Agreements carefully. Each Agreement sets out your rights and obligations and those of Bizezia Limited. By completing the Order Form and clicking 'Submit' you are making an offer which, if accepted by Bizezia, will constitute a legally binding agreement under the terms of the Licences for which an order is placed or a trial is requested. By ordering or trialling this product, you are agreeing to this Licence Agreement. Bizezia will not be bound by the terms of a Licence unless and until it sends you a formal acceptance via an email to the address you have provided on the Order Form. Notwithstanding anything else in the Licence Agreements, Bizezia, in its sole discretion, reserves the right to reject your order for whatever reason.

To read the Licences, click on each Licence Agreement below for which an order is placed:

[Calculators and Evaluators](#)

[Contract Engine Engagement/Client Care Letters](#)

[Better Business Focus](#)

[Tax Calendar](#)

[Work Manual](#)

[Online Business Library](#)

[DeskSmart and Terms of use of WebOffice Services](#)

[EziaNews](#)

Calculators and Evaluators: Licence Agreement

Between

- (1) Bizezia Limited, company number 04017546 of CityCal House, 12 Bridge Road Business Park, Bridge Road, Haywards Heath, West Sussex, RH16 1TX ("Bizezia"); and
(2) *Your company details as provided on the Online Order Form* (the "Licensee")
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Background

- (A) Bizezia owns the Intellectual Property Rights in the Calculators and Evaluators.
(B) The Licensee wishes to make the Calculators and Evaluators available on the Site.
(C) Bizezia and the Licensee have agreed that Bizezia shall provide the Licensee with online access to the Calculators and Evaluators and allow the Licensee to use the Calculators and Evaluators subject to the terms and conditions set out in this Licence.

Agreed Terms

1. Interpretation

1.1 In this Licence the following words shall have the following meanings:

Code means the electronic programming code required to display the I-Frame on the Site

Confidential Information means all information, whether technical or otherwise, where the information ought reasonably to be considered confidential given the nature of the information or the circumstances of its disclosure

Copyright Notice means the written notice attached to the Calculators and Evaluators asserting Bizezia's ownership of all Intellectual Property rights therein

Delivery Date means the later of:

- a) 3 days after payment by the Licensee of the Initial Subscription; or
- b) 3 days after the Effective Date

Due Date means, in the case of the Initial Subscription, the Effective Date and in the case of the Renewal Subscription, the anniversary of the Effective Date

Effective Date means the date of this Licence

I-Frame means the electronic interface to appear on the Site, through which the Calculators and Evaluators are accessible

Initial Subscription means the sum payable to Bizezia by the Licensee for the initial 12 month period under the terms of this Licence

Intellectual Property Rights means all intellectual property rights wherever in the world they arise, whether registered or unregistered (and including any pending applications), including but not limited to copyright, know-how, confidential information, trade secrets, business names and domain names, marks, design rights, database rights and all rights to bring actions for passing off

Licence Period means the initial period of 12 months from the Effective Date onwards and, subject to termination under the terms of this Licence, from year to year thereafter indefinitely

Calculators and Evaluators means the package of electronic calculators and evaluators chosen by the Licensee on the Online Order Form from the list at www.bizezia.com, stored on Bizezia's servers and accessible through the I-Frame on the Site

Permitted Use means use by the Licensee under the terms of Clause 2.2 hereof

Renewal Subscription means the sums payable by the Licensee to Bizezia for subsequent periods of 12 months after the initial 12 month period has expired

Site means the Licensee's website

Subscriptions means both the Initial Subscription and, subsequently, the Renewal Subscriptions together with any other fees payable under this Licence

Visitor means a visitor to the Site

1.2 In this Licence, words in the singular shall include the plural and those in the plural shall include the singular.

1.3 Clause and Schedule headings are for reference only and do not affect the interpretation of this Licence.

2. Rights Granted

2.1 Bizezia grants to the Licensee a non-exclusive licence to use the Calculators and Evaluators for the Permitted Use during the Licence Period in return for payment by the Licensee of the Subscriptions.

2.2 The Licence granted under Clause 2.1 permits the Licensee to provide access to the Calculators and Evaluators through the I-Frame to be displayed in only one place on the Site.

3. Rights Reserved

3.1 Bizezia shall retain full title to and ownership of all Intellectual Property Rights including but not limited to those embodied by or otherwise incorporated into the Calculators and Evaluators, the I-Frame and the Code.

3.2 Notwithstanding anything else in this Licence, Bizezia retains all rights, titles and interests not expressly granted by this Licence.

4. Bizezia's Obligations

4.1 Bizezia shall provide the Licensee with the Code on or before the Delivery Date.

4.2 Bizezia may from time to time as it in its sole discretion deems fit develop, edit, update, enhance, decompile, disassemble or in any way alter the content and the appearance of the Calculators and Evaluators and/or the I-Frame.

4.3 Bizezia will use reasonable efforts to minimise defects or errors in the Calculators and Evaluators but does not warrant that the content or availability of the Calculators and Evaluators will be error-free or uninterrupted.

4.4 Bizezia will provide the online hosting for the Calculators and Evaluators but will not provide hosting, management, advice or any support whatsoever for the Site.

5. The Licensee's Obligations

- 5.1 The Licensee shall obtain all equipment and ancillary software and services (including but not limited to telecommunications services) required to install, access and use the Calculators and Evaluators.
- 5.2 The Licensee shall pay all Subscriptions due under this Licence expeditiously and no later than the Due Date.
- 5.3 The Licensee shall not include all or any part of the Calculators and Evaluators on the Site without proper attribution to Bizezia or without including the Copyright Notice.
- 5.4 The Licensee shall not promote the Calculators and Evaluators either on the Site or by any other promotional means without proper attribution to Bizezia or without including the Copyright Notice.
- 5.5 The Licensee may not develop, edit, update, enhance, decompile, disassemble or in any way alter the Calculators and Evaluators or any part thereof without the prior written consent of Bizezia.
- 5.6 The Licensee is solely responsible for the hosting and management of the Site.

6. Warranties

- 6.1 Each of the parties warrants to the other that it has the full power and authority required to enter into and perform this Licence.
- 6.2 Bizezia warrants to the Licensee that the Calculators and Evaluators:
 - a) do not infringe any third party Intellectual Property Rights, property rights or rights of privacy;
 - b) do not violate any applicable law or regulation;
 - c) contain no material that is defamatory, trade libellous, unlawfully threatening or unlawfully harassing; and
 - d) do not, to the best of Bizezia's knowledge, contain any viruses or other computer programming routines that are intended to damage or interfere maliciously with any system, data or personal information.
- 6.3 Bizezia warrants to the Licensee that the Calculators and Evaluators may be accessed via Microsoft Internet Explorer™, Mozilla Firefox 2.0™, Netscape Navigator 9™ or Safari 3.1™ on a personal computer operating under Microsoft Windows 95/98/2000/ME/XP/Vista™ and on an Apple Mac computer using Max OS X.
- 6.4 Without limitation to the above, Bizezia does not warrant that the Calculators and Evaluators will meet the Licensee's requirements, nor that, subject to its obligations under Clause 4, the information contained in the Calculators and Evaluators is complete or accurate.
- 6.5 The Licensee warrants that it shall not use the Calculators and Evaluators in any way which:
 - a) is or is likely to breach any applicable laws or regulations (including its own professional regulations) or violate the rights of Bizezia or any other person;
 - b) Bizezia, in its sole discretion, determines is objectionable or causes offence, either to itself or to another party;
 - c) is defamatory, trade libellous, unlawfully threatening, unlawfully harassing or which Bizezia, in its sole discretion, determines is objectionable or causes offence; or
 - d) adversely affects or may adversely affect the performance or availability of the Calculators and Evaluators or any of Bizezia's other services to other parties.

7. Assignment

- 7.1 The Licensee may not assign, transfer or otherwise dispose of any rights granted to it under this Licence or use them on behalf of another business.
- 7.2 The Licensee may not sell, rent, sub-licence or lease any of the Calculators and Evaluators to any third party without the prior written consent of Bizezia.
- 7.3 Bizezia may assign or transfer in any way its rights under this licence without consent, provided that it gives the Licensee at least 1 month's prior notice of its intention to do so.

8. Term and Termination

- 8.1 This Licence shall commence on the Effective Date and, subject to termination under this Clause 8, continue for the Licence Period, unless terminated by either party by notice in writing to the other at least one month prior to any anniversary of the Effective Date.
- 8.2 Either party may terminate this Licence immediately on written notice to the other party if:
 - a) that other party commits a material breach of any of its obligations under this Licence which, if capable of remedy, is not remedied within 7 days after the service of a written notice specifying the breach and requiring it to be remedied; or
 - b) that other party, or any part of that company involved in this Licence, ceases to trade, is unable to pay its debts, becomes subject to any insolvency proceedings, winding up petition, resolution or order, or enters administration, receivership, an arrangement or any other liquidation or analogous event.
- 8.3 Bizezia may at its sole discretion terminate, cancel, suspend, limit or discontinue all or any part of the Calculators and Evaluators or this Licence at any time if Bizezia believes that the Licensee is using or intends to use the Calculators and Evaluators in any way which is contrary to the Permitted Use or the terms of this Licence.
- 8.4 On termination of this Licence:
 - a) all provisions of this Licence shall cease to have effect except that any provision which can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect; and
 - b) the Licensee shall, within 5 days after termination, remove the Code from the Site.

9. Subscriptions and Payment

- 9.1 The Licensee shall pay the Initial Subscription to Bizezia on or before the Effective Date.
- 9.2 The Licensee shall pay the Renewal Subscriptions to Bizezia on each anniversary of the Effective Date.
- 9.3 All Subscriptions are payable to Bizezia in £GBP Sterling by credit or debit card or by such other method as Bizezia shall specify in writing to the Licensee.
- 9.4 Notwithstanding anything else in this Licence, if Bizezia does not receive payment of a Subscription due from the Licensee by the Due Date it may suspend or terminate this Licence and/or suspend or terminate access to the Calculators and Evaluators, in addition to any other rights of remedy it may have under this Licence or under applicable law.
- 9.5 If Bizezia does not receive payment by the Due Date it shall be entitled, but not obliged, to charge interest on any amounts unpaid at the rate of 5% over the base rate of HSBC Bank plc, up to the date of payment in full (before and after any judgment). Such interest shall accrue on a daily basis and be compounded quarterly.

9.6 The amount payable as Subscriptions shall be determined by Bizezia in its sole discretion, without prejudice to any right of either party to terminate under Clause 8.

10. Limitation of Liability

- 10.1 Bizezia's aggregate liability, whether for negligence, breach of contract, misrepresentation or otherwise under or in connection with the Calculators and Evaluators and/or this Licence, or in any way in connection to Bizezia's relationship with the Licensee, is limited to remedying the defect in the Calculators and Evaluators which gives rise to such liability. If Bizezia is unable to remedy the defect, such liability is limited to the amount of the Initial Subscription.
- 10.2 Under no circumstances will Bizezia be liable to the Licensee for any indirect or consequential losses or expenses, or for any loss of anticipated profits, savings, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims, or any similar loss howsoever caused, including by negligence.
- 10.3 Bizezia shall not be liable for any loss, damage, or liability of whatever nature which has arisen as a result of the interaction between the Calculators and Evaluators and any item supplied by a party other than Bizezia, or which, without prejudice to Clause 6.2(d), occurs as a result of a virus, computer program or programming error.
- 10.4 Bizezia shall not be liable for any 'down-time' during which the Calculators and Evaluators are unavailable due to a hosting, technical or internet error but it will use reasonable efforts to keep such disturbances to a minimum.
- 10.5 No provision of this Licence shall be taken as excluding or restricting liability for death or personal injury arising from Bizezia's negligence or for fraud or for any liability arising as a result of Bizezia's breach of Clause 6.1.
- 10.6 Where the Licensee is still in the free trial period, the only remedy available to the Licensee will be to terminate use of the service under this Licence. Where the Licensee is still in a period during which a guarantee from Bizezia Limited still applies, the only remedy will be to receive repayment of any Subscription the Licensee may have paid to Bizezia Limited.
- 10.7 Clauses 10 and 11 survive termination of this Licence for whatever reason.

11. Confidentiality

- 11.1 Each party shall:
- a) protect the Confidential Information against unauthorised disclosure by using the same degree of care as it would take to preserve and safeguard its own Confidential Information of a similar nature, being at least a reasonable degree of care; and
 - b) not use the other's Confidential Information other than for the performance and enjoyment of this Licence.

12. General Provisions

- 12.1 This Licence constitutes the entire agreement and understanding of the parties and supersedes any agreement between the parties made previously relating to the subject matter in this Licence.
- 12.2 This Licence is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. It is agreed that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.
- 12.3 Notices shall be delivered personally or sent by first class post (or air mail if overseas) to the address of the party set out in the Licence or as otherwise notified to the other party. Any notice will be deemed to be received immediately upon personal delivery or two days after posting (or five days after posting if by air mail).
- 12.4 Failure or delay to exercise a right or remedy does not constitute a waiver of that or any other right or remedy. If you breach this agreement and we ignore that breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this agreement.
- 12.5 For the purposes of this Licence any reference to a 'day' means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.
- 12.6 This Licence and any disputes or claims arising out of or in connection with its subject matter are governed by and shall be construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English Courts.

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Contract Engine: Engagement/Client Care Letters (Classic, Pro and Express Versions): Licence Agreement

Between

- (1) Bizezia Limited, company number 04017546 of CityCal House, 12 Bridge Road Business Park, Bridge Road, Haywards Heath, West Sussex, RH16 1TX ("Bizezia"); and
 - (2) *Your company details as provided on the Online Order Form* (the "Licensee")
-

Background

- (A) Bizezia owns the Intellectual Property Rights in Contract Engine.
- (B) The Licensee wishes to access and use Contract Engine.
- (C) Bizezia and the Licensee have agreed that Bizezia shall provide the Licensee with online access to Contract Engine and allow the Licensee to use Contract Engine subject to the terms and conditions set out in this Licence.

Agreed Terms

1. Interpretation

- 1.1 In this Licence the following words shall have the following meanings:

Confidential Information means all information, whether technical or otherwise, where the information ought reasonably to be considered confidential given the nature of the information or the circumstances of its disclosure

Contract Engine means the online system (being either Contract Engine Express, Contract Engine Classic or Contract Engine Pro) holding the Engagement Letters/Client Care Letters accessible through the Site

Delivery Date means the later of:

- a) 3 days after payment by the Licensee of the Initial Subscription; or
- b) 3 days after the Effective Date

Due Date means in the case of the Initial Subscription, the Effective Date, and in the case of the Renewal Subscription, the anniversary of the Effective Date

Effective Date means the date of this Licence

Engagement Letters/Client Care Letters means the Terms and Conditions schedule and any or all of the package of letter templates chosen by the Licensee on the Order Form, being either the full package of letter templates (Contract Engine Pro) with an unlimited number of users and office addresses, or the package of letter templates known on the Site as Contract Engine Classic with a limit of five users and one office address, or the limited package of letter templates known on the Site as Contract Engine Express with only one user, only one office address.

Help Files means the online assistance files provided within Contract Engine

Initial Subscription means the sum payable to Bizezia by the Licensee for the initial 12 month period under the terms of this Licence

Intellectual Property Rights means all intellectual property rights wherever in the world they arise, whether registered or unregistered (and including any pending applications), including but not limited to copyright, know-how, confidential information, trade secrets, business names and domain names, marks, design rights, database rights and all rights to bring actions for passing off

Licence Period means the initial period of 12 months from the Effective Date onwards and, subject to termination under the terms of this Licence, from year to year thereafter indefinitely

Licensee's Content means the licensee's content added to any and all Engagement Letters/Client Care Letters prepared by the Licensee using Contract Engine

PDF means a document in Adobe™ Portable Document Format

Permitted Use means use by the Licensee under the terms of Clause 2.2

Renewal Subscription means the subscription payable by the Licensee to Bizezia for subsequent periods of 12 months after the initial 12 month period has expired

Site means www.bizezia.com

Subscriptions means both the Initial Subscription and, subsequently, the Renewal Subscriptions together with any other subscriptions payable under this Licence

- 1.2 In this Licence, words in the singular shall include the plural and those in the plural shall include the singular.
- 1.3 Clause and Schedule headings are for reference only and do not affect the interpretation of this Licence.

2. Rights Granted

- 2.1 Bizezia grants to the Licensee a non-exclusive licence to use Contract Engine for the Permitted Use during the Licence Period in return for payment by the Licensee of the Subscriptions.
- 2.2 The Licence granted under Clause 2.1 solely permits the Licensee to:
 - a) access Contract Engine through the Site; and
 - b) download and print or email PDF versions of the Engagement Letters/Client Care Letters for the purpose of issuing Engagement Letters/Client Care Letters to clients of the Licensee setting out the terms of business and the work agreed to be undertaken by the Licensee for its clients.
- 2.3 No other use of or access to Contract Engine is permitted.

3. Rights Reserved

- 3.1 Bizezia shall retain full title to, and ownership of, all Intellectual Property Rights including but not limited to those embodied by or otherwise incorporated into Contract Engine and the Engagement Letters/Client Care Letters.
- 3.2 Except for Contract Engine Pro version of Contract Engine, this Licence shall apply to only one office address of the Licensee and is limited to a maximum of 5 users (only 1 user for Contract Engine Express). If the Licensee has more than one office

- address, separate Licences must be obtained from Bizezia for each of the additional office addresses at which the Licensee wishes to use Contract Engine. Contract Engine Pro provides unlimited users and unlimited office addresses of the Licensee.
- 3.1 Notwithstanding anything else in this Licence, Bizezia retains all rights, titles and interests not expressly granted by this Licence.

4. Bizezia's Obligations

- 4.1 Bizezia shall provide access to Contract Engine through the Site on or before the Delivery Date.
- 4.2 Bizezia may from time to time as it in its sole discretion deems fit develop, edit, update, enhance, decompile, disassemble or in any way alter the content and the appearance of Contract Engine and the Engagement Letters/Client Care Letters.
- 4.3 Bizezia will use reasonable efforts to minimise defects or errors in Contract Engine and the Engagement Letters/Client Care Letters but does not warrant that the content or availability of Contract Engine or the Engagement Letters/Client Care Letters will be error-free or uninterrupted.
- 4.4 Subject to Clause 4.5 below, if the Licensee reasonably feels that a letter template it requires within its ordinary course of business is not covered by the existing Engagement Letters/Client Care Letters and provides notice to Bizezia of its additional requirement, Bizezia will make reasonable efforts to provide a letter template to fit this additional requirement.
- 4.5 Clause 4.4 shall not apply if the Licensee has chosen the limited package of letter templates known on the Site as Contract Engine Express. Bizezia will own all Intellectual Property Rights in any additional letter templates created under Clause 4.4.
- 4.6 The Licensee is permitted to upload to its personal library section on the Site any variations that it makes to an Engagement Letter/Client Care Letter or Terms and Conditions and Bizezia will own all Intellectual Property Rights in any variations made thereto.
- 4.7 Bizezia will provide the online hosting for Contract Engine on the Site.

5. The Licensee's Obligations

- 5.1 The Licensee shall obtain all equipment and ancillary software and services (including but not limited to telecommunications services) required to access and use Contract Engine.
- 5.2 The Licensee shall pay all Subscriptions due under this Licence expeditiously and no later than the Due Date.
- 5.3 The Licensee shall not use all or any part of the Engagement Letters/Client Care Letters, whether substantial or not, for whatever reason, after the Licence Period has expired or after this Licence has been terminated under the terms of Clause 8 and/or Clause 9 below and all information stored by the Licensee in Contract Engine will be deleted by Bizezia at the end of the Licence Period.
- 5.4 The Licensee shall keep access to Contract Engine and the Engagement Letters/Client Care Letters under its control and ensure that no other party is able to access and use Contract Engine and/or the Engagement Letters/Client Care Letters or Terms and Conditions outside the Permitted Use.

6. Warranties

- 6.1 Each of the parties warrants to the other that it has the full power and authority required to enter into and perform this Licence.
- 6.2 Bizezia warrants to the Licensee that Contract Engine, to the best of its knowledge:
- does not infringe any third party Intellectual Property Rights, property rights or rights of privacy;
 - does not violate any applicable law or regulation;
 - contains no material that is defamatory, trade libellous, unlawfully threatening or unlawfully harassing; and
 - does not contain any viruses or other computer programming routines that are intended to damage or interfere maliciously with any system, data or personal information.
- 6.3 Bizezia warrants to the Licensee that Contract Engine may be accessed via Microsoft Internet Explorer™, Mozilla Firefox 2.0™, Netscape Navigator 9™ or Safari 3.1™ on a personal computer operating under Microsoft Windows 95/98/2000/ME/XP/Vista™ and on an Apple Mac computer using Max OS X.
- 6.4 Without limitation to the above, Bizezia does not warrant that Contract Engine will meet the Licensee's requirements nor that, subject to its obligations under Clause 4, the information contained in any or all of the Engagement Letters/Client Care Letters is complete or accurate.
- 6.5 The Licensee warrants that it shall not use Contract Engine in any way which:
- is or is likely to breach any applicable laws or regulations (including its own professional regulations) or violate the rights of Bizezia or any other person;
 - Bizezia, in its sole discretion, determines is objectionable or causes offence, either to itself or to another party;
 - is defamatory, trade libellous, unlawfully threatening, unlawfully harassing or which Bizezia, in its sole discretion, determines is objectionable or causes offence; or
 - adversely affects or may adversely affect the performance or availability of Contract Engine or any of Bizezia's other services to other parties.

7. Assignment

- 7.1 The Licensee may not assign, transfer or otherwise dispose of any rights granted to it under this Licence or use them on behalf of another business.
- 7.2 The Licensee may not sell, rent, sub-licence, lease or allow the use of any of the Engagement Letters/Client Care Letters by or to any third party.
- 7.3 Bizezia may assign or transfer in any way its rights under this licence without consent, provided that it gives the Licensee at least 1 month's prior notice of its intention to do so.

8. Term and Termination

- 8.1 This Licence shall commence on the Effective Date and, subject to termination under this Clause 8, continue for the Licence Period, unless terminated by either party by notice in writing to the other at least one month prior to any anniversary of the Effective Date.
- 8.2 Either party may terminate this Licence immediately on written notice to the other party if:

- a) that other party commits a material breach of any of its obligations under this Licence which, if capable of remedy, is not remedied within 7 days after the service of a written notice specifying the breach and requiring it to be remedied; or
 - b) that other party, or any part of that company involved in this Licence, ceases to trade, is unable to pay its debts, becomes subject to any insolvency proceedings, winding up petition, resolution or order, or enters administration, receivership, an arrangement or any other liquidation or analogous event.
- 8.3 Bizezia may at its sole discretion terminate, cancel, suspend, limit or discontinue all or any part of Contract Engine or this Licence at any time if Bizezia believes that the Licensee is using or intends to use Contract Engine or the Engagement Letters/Client Care Letters in any way which is contrary to the Permitted Use or the terms of this Licence.
- 8.4 On termination of this Licence all provisions of this Licence shall cease to have effect except that any provision which can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect.

9. Subscriptions and Payment

- 9.1 The Licensee shall pay the Initial Subscription to Bizezia on or before the Effective Date.
- 9.2 The Licensee shall pay the Renewal Subscriptions to Bizezia on each anniversary of the Effective Date.
- 9.3 All Subscriptions are payable to Bizezia in £GBP Sterling by credit or debit card or by such other method as Bizezia shall specify in writing to the Licensee.
- 9.4 Notwithstanding anything else in this Licence, if Bizezia does not receive payment by the Due Date it may suspend or terminate this Licence and/or suspend or terminate access to Contract Engine, in addition to any other rights of remedy it may have under this Licence or under applicable law.
- 9.5 If Bizezia does not receive full payment by the Due Date it shall be entitled, but not obliged, to charge interest on any amounts unpaid at the rate of 5% over the base rate of HSBC Bank plc, up to the date of payment in full (before and after any judgment). Such interest shall accrue on a daily basis and be compounded quarterly.
- 9.6 The amount payable as Subscriptions shall be determined by Bizezia in its sole discretion, without prejudice to any right of either party to terminate under Clause 8.

10. Limitation of Liability

- 10.1 Bizezia's aggregate liability, whether for negligence, breach of contract, misrepresentation or otherwise under or in connection with Contract Engine Express and/or this Licence, or in any way in connection to Bizezia's relationship with the Licensee, is limited to remedying the defect in Contract Engine Express which gives rise to such liability. If Bizezia is unable to remedy the defect, such liability is limited to the amount of the Initial Subscription.
- 10.2 Under no circumstances will Bizezia be liable to the Licensee for any indirect or consequential losses or expenses, or for any loss of anticipated profits, savings, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims, or any similar loss howsoever caused, including by negligence.
- 10.3 Bizezia shall not be liable for any loss, damage, or liability of whatever nature which has arisen as a result of the interaction between Contract Engine and any item supplied by a party other than Bizezia, or which, without prejudice to Clause 6.2 d), occurs as a result of a virus, computer program or programming error.
- 10.4 Bizezia shall not be liable for any 'down-time' during which Contract Engine is unavailable due to a hosting, technical or internet error but it will use reasonable efforts to keep such disturbances to a minimum.
- 10.5 Under no circumstances will Bizezia be liable for any damage arising from a failure on the part of the Licensee to comply with the Help Files.
- 10.6 No provision of this Licence shall be taken as excluding or restricting liability for death or personal injury arising from Bizezia's negligence or for fraud or for any liability arising as a result of Bizezia's breach of Clause 6.1.
- 10.7 Where the Licensee is still in the free trial period, the only remedy available to the Licensee will be to terminate use of the service under this Licence. Where the Licensee is still in a period during which a guarantee from Bizezia Limited still applies, the only remedy will be to receive repayment of any Subscription the Licensee may have paid to Bizezia Limited.
- 10.8 Clauses 10 and 11 survive termination of this Licence for whatever reason.

11. Confidentiality

- 11.1 Each party shall:
- a) protect the Confidential Information against unauthorised disclosure by using the same degree of care as it would take to preserve and safeguard its own Confidential Information of a similar nature, being at least a reasonable degree of care; and
 - b) not use the other's Confidential Information other than for the performance and enjoyment of this Licence.

12. Data Protection, Confidentiality and Professional Conduct

- 12.1 In accordance with laws regarding data protection, in respect of any Licensee's Content, the parties agree that the Licensee is the data controller and Bizezia acts as data processor.
- 12.2 Bizezia agrees to:
- a) electronically store the Licensee's Content on the Site for the benefit of the Licensee;
 - b) keep all Licensee's Content confidential for and on behalf of the Licensee;
 - c) keep all Licensee's Content confidential from any and all third parties;
 - d) not use the Licensee's Content for any purpose other than this Licence;
 - e) not access, make or retain any copies of any Licensee's Content: (a) without the prior written or e-mailed consent of the Licensee; or (b) unless required for reasons of technical support.
- 12.3 The Licensee acknowledges and agrees that the above warranties and agreements of Bizezia set out above are sufficient to enable the Licensee to meet its professional obligations of confidentiality.

13. General Provisions

- 13.1 This Licence constitutes the entire agreement and understanding of the parties and supersedes any agreement between the parties made previously relating to the subject matter in this Licence.
- 13.2 This Licence is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. It is agreed that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.

- 13.3 Notices shall be delivered personally or sent by first class post (or air mail if overseas) to the address of the party set out in the Licence or as otherwise notified to the other party. Any notice will be deemed to be received immediately upon personal delivery or two days after posting (or five days after posting if by air mail).
- 13.4 Failure or delay to exercise a right or remedy does not constitute a waiver of that or any other right or remedy. If you breach this agreement and we ignore that breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this agreement.
- 13.5 For the purposes of this Licence any reference to a 'day' means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.
- 13.6 This Licence and any disputes or claims arising out of or in connection with its subject matter are governed by and shall be construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English Courts.

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Better Business Focus: Licence Agreement

Between

- (1) Bizezia Limited, company number 04017546 of CityCal House, 12 Bridge Road Business Park, Bridge Road, Haywards Heath, West Sussex, RH16 1TX ("Bizezia"); and
(2) *Your company details as provided on the Online Order Form* (the "Licensee")
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Background

- (A) Bizezia owns the Intellectual Property Rights in the Publication.
(B) The Licensee wishes to make the Publication available on the Site.
(C) Bizezia and the Licensee have agreed that Bizezia shall provide the Licensee with online access to the Publication and allow the Licensee to use the Publication subject to the terms and conditions set out in this Licence.

Agreed Terms

1. Interpretation

- 1.1 In this Licence the following words shall have the following meanings:

Code means the electronic programming code required to display the I-Frame on the Site

Confidential Information means all information, whether technical or otherwise, where the information ought reasonably to be considered confidential given the nature of the information or the circumstances of its disclosure

Copyright Notice means the written notice included in the Publication asserting Bizezia's ownership of all Intellectual Property rights therein

Delivery Date means the later of:

- a) 3 days after payment by the Licensee of the Initial Subscription; or
- b) 3 days after the Effective Date

Due Date means in the case of the Initial Fee the Effective Date, and in the case of the Renewal Subscription, the anniversary of the Effective Date

Effective Date means the date of this Licence

I-Frame means the electronic interface to appear on the Site, through which the Publication is accessible

Initial Subscription means the sum payable to Bizezia by the Licensee for the initial 12 month period under the terms of this Licence

Intellectual Property Rights means all intellectual property rights wherever in the world they arise, whether registered or unregistered (and including any pending applications), including but not limited to copyright, know-how, confidential information, trade secrets, business names and domain names, marks, design rights, database rights and all rights to bring actions for passing off

Licence Period means the initial period of 12 months from the Effective Date onwards and, subject to termination under the terms of this Licence, from year to year thereafter indefinitely

PDF means a document in Adobe™ Portable Document Format

Permitted Use means use by the Licensee under the terms of Clause 2.2

Personalised Back Page means a single A4 page, containing the Licensee's contact details and other promotional content, which will be attached automatically online as the final page to each of the monthly editions of the Publication

Publication means the monthly magazine entitled "Better Business Focus", stored on Bizezia's servers and accessible through the I-Frame

Renewal Subscription means the sum(s) payable by the Licensee to Bizezia for subsequent periods of 12 months after the initial 12 month period has expired

Site means the Licensee's website

Subscriptions means both the Initial Subscription and, subsequently, the Renewal Subscriptions together with any other fees payable under this Licence

Visitor means a visitor to the Site

- 1.2 In this Licence, words in the singular shall include the plural and those in the plural shall include the singular.

- 1.3 Clause and Schedule headings are for reference only and do not affect the interpretation of this Licence.

2. Rights Granted

2.1 Bizezia grants to the Licensee a non-exclusive licence to use the Publication for the Permitted Use during the Licence Period in return for payment by the Licensee of the Fees.

2.2 The Licence granted under Clause 2.1 permits the Licensee to:

- (a) provide access to the Publication through the I-Frame to be displayed in only one place on the Site so that a Visitor can select one or more of the monthly editions of the Publication for viewing and download; and
- (b) download and print or email PDF copies of the Publication for the purpose of distribution to employees, clients and prospects of the Licensee.

3. Rights Reserved

3.1 Bizezia shall retain full title to, and ownership of, all Intellectual Property Rights including but not limited to those embodied by or otherwise incorporated into the Publication, the I-Frame and the Code.

3.2 The Licensee may not:

- a) provide access to or distribute excerpts, quotations or other constituent parts of the Publication, whether substantial or otherwise, without the prior written consent of Bizezia; or
- b) upload, display or in any other way provide access to individual PDFs or other transitory copies or versions of all or any part of the Publication on the Site other than through the I-Frame.

- 3.3 Notwithstanding anything else in this Licence, Bizezia retains all rights, titles and interests not expressly granted by this Licence.

4. Bizezia's Obligations

- 4.1 Bizezia shall provide the Licensee with the Code on or before the Delivery Date.
- 4.2 Bizezia may from time to time as it in its sole discretion deems fit develop, edit, update, enhance, decompile, disassemble or in any way alter the content and the appearance of the Publication and the I-Frame.
- 4.3 Provided the Licensee fulfils its obligation in Clause 5.2 below, Bizezia will produce the Personalised Back Page within 10 days after the Delivery Date.
- 4.4 Bizezia will use reasonable efforts to minimise defects or errors in the Publication but does not warrant that the content or availability of the Publication will be error-free or uninterrupted.
- 4.5 Bizezia will provide the online hosting for the Publication but will not provide hosting, management, advice or any support whatsoever for the Site.

5. The Licensee's Obligations

- 5.1 The Licensee shall obtain all equipment and ancillary software and services (including but not limited to telecommunications services) required to install, access and use the Publication.
- 5.2 The Licensee shall pay all Fees due under this Licence expeditiously and no later than the Due Date.
- 5.3 The Licensee shall provide Bizezia with the content, information, graphics, images and all other elements required to produce the Personalised Back Page no later than 7 days after the Delivery Date. If the Licensee fails to perform this obligation, Bizezia may produce the Personalised Back Page to a design which Bizezia, in its sole discretion, deems fit.
- 5.4 The Licensee shall not include all or any part of the Publication on the Site, or distribute any copies of all or any part of the Publication, without proper attribution to Bizezia or without including the Copyright Notice.
- 5.5 The Licensee shall not promote the Publication either on the Site or by any other promotional means without proper attribution to Bizezia or without including the Copyright Notice.
- 5.6 The Licensee may not develop, edit, update, enhance, decompile, disassemble or in any way alter the Publication or any part thereof without the prior written consent of Bizezia.
- 5.7 The Licensee is solely responsible for the hosting and management of the Site.

6. Warranties

- 6.1 Each of the parties warrants to the other that it has the full power and authority required to enter into and perform this Licence.
- 6.2 Bizezia warrants to the Licensee that the Publication:
- does not infringe any third party Intellectual Property Rights, property rights or rights of privacy;
 - does not violate any applicable law or regulation;
 - contains no material that is defamatory, trade libellous, unlawfully threatening or unlawfully harassing; and
 - does not, to the best of Bizezia's knowledge, contain any viruses or other computer programming routines that are intended to damage or interfere maliciously with any system, data or personal information.
- 6.3 Bizezia warrants to the Licensee that the Publication may be accessed via Microsoft Internet Explorer™, Mozilla Firefox 2.0™, Netscape Navigator 9™ or Safari 3.1™ on a personal computer operating under Microsoft Windows 95/98/2000/ME/XP/Vista™ and on an Apple Mac computer using Max OS X.
- 6.4 Without limitation to the above, Bizezia does not warrant that the Publication will meet the Licensee's requirements, nor that, subject to its obligations under Clause 4, the information contained in Publication is complete or accurate.
- 6.5 The Licensee warrants that it shall not use the Publication in any way which:
- is or is likely to breach any applicable laws or regulations (including its own professional regulations) or violate the rights of Bizezia or any other person;
 - Bizezia, in its sole discretion, determines is objectionable or causes offence, either to itself or to another party;
 - is defamatory, trade libellous, unlawfully threatening, unlawfully harassing or which Bizezia, in its sole discretion, determines is objectionable or causes offence; or
 - adversely affects or may adversely affect the performance or availability of the Publication or any of Bizezia's other services to other parties.
- 6.6 The Licensee warrants to Bizezia that the information it provides for the creation of the Personalised Back Page:
- does not infringe any third party Intellectual Property Rights, property rights or rights of privacy;
 - does not violate any applicable law or regulation;
 - contains no material that is defamatory, trade libellous, unlawfully threatening, unlawfully harassing or which Bizezia, in its sole discretion, determines is objectionable or causes offence, either to itself or to another party; and
 - does not, to the best of the Licensee's knowledge, contain any viruses or other computer programming routines that are intended to damage or interfere maliciously with any system, data or personal information.

7. Assignment

- 7.1 The Licensee may not assign, transfer or otherwise dispose of any rights granted to it under this Licence or use them on behalf of another business.
- 7.2 The Licensee may not sell, rent, sub-licence or lease the Publication to any third party without the prior written consent of Bizezia.
- 7.3 Bizezia may assign or transfer in any way its rights under this licence without consent, provided that it gives the Licensee at least 1 month's prior notice of its intention to do so.

8. Term and Termination

- 8.1 This Licence shall commence on the Effective Date and, subject to termination under this Clause 8, continue for the Licence Period, unless terminated by either party by notice in writing to the other at least one month prior to any anniversary of the Effective Date.
- 8.2 Either party may terminate this Licence immediately on written notice to the other party if:

- a) that other party commits a material breach of any of its obligations under this Licence which, if capable of remedy, is not remedied within 7 days after the service of a written notice specifying the breach and requiring it to be remedied; or
 - b) that other party, or any part of that company involved in this Licence, ceases to trade, is unable to pay its debts, becomes subject to any insolvency proceedings, winding up petition, resolution or order, or enters administration, receivership, an arrangement or any other liquidation or analogous event.
- 8.3 Bizezia may at its sole discretion terminate, cancel, suspend, limit or discontinue all or any part of the Publication or this Licence at any time if Bizezia believes that the Licensee is using or intends to use the Publication in any way which is contrary to the Permitted Use or the terms of this Licence.
- 8.4 On termination of this Licence:
- a) all provisions of this Licence shall cease to have effect except that any provision which can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect; and
 - b) the Licensee shall, within 5 days after termination, remove the Code from the Site.

9. Subscriptions and Payment

- 9.1 The Licensee shall pay the Initial Subscription to Bizezia on or before the Effective Date.
- 9.2 The Licensee shall pay the Renewal Subscriptions to Bizezia on each anniversary of the Effective Date.
- 9.3 All Subscriptions are payable to Bizezia in £GBP Sterling by credit or debit card or by such other method as Bizezia shall specify in writing to the Licensee.
- 9.4 Notwithstanding anything else in this Licence, if Bizezia does not receive payment by the Due Date it may suspend or terminate this Licence and/or suspend or terminate access to the Publication, in addition to any other rights of remedy it may have under this Licence or under applicable law.
- 9.5 If Bizezia does not receive payment by the Due Date it shall be entitled, but not obliged, to charge interest on any amounts unpaid at the rate of 5% over the base rate of HSBC Bank plc, up to the date of payment in full (before and after any judgment). Such interest shall accrue on a daily basis and be compounded quarterly.
- 9.6 The amount payable as Subscriptions shall be determined by Bizezia in its sole discretion, without prejudice to any right of either party to terminate under Clause 8.

10. Limitation of Liability

- 10.1 Bizezia's aggregate liability, whether for negligence, breach of contract, misrepresentation or otherwise under or in connection with the Publication and/or this Licence, or in any way in connection to Bizezia's relationship with the Licensee, is limited to remedying the defect in the Publication which gives rise to such liability. If Bizezia is unable to remedy the defect, such liability is limited to the amount of the Initial Fee.
- 10.2 Under no circumstances will Bizezia be liable to the Licensee for any indirect or consequential losses or expenses, or for any loss of anticipated profits, savings, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims, or any similar loss howsoever caused, including by negligence.
- 10.3 Bizezia shall not be liable for any loss, damage, or liability of whatever nature which has arisen as a result of the interaction between the Publication and any item supplied by a party other than Bizezia, or which, without prejudice to Clause 6.2(d), occurs as a result of a virus, computer program or programming error.
- 10.4 Bizezia shall not be liable for any 'down-time' during which the Publication is unavailable due to a hosting, technical or internet error but it will use reasonable efforts to keep such disturbances to a minimum.
- 10.5 No provision of this Licence shall be taken as excluding or restricting liability for death or personal injury arising from Bizezia's negligence or for fraud or for any liability arising as a result of Bizezia's breach of Clause 6.1.
- 10.6 Where the Licensee is still in the free trial period, the only remedy available to the Licensee will be to terminate use of the service under this Licence. Where the Licensee is still in a period during which a guarantee from Bizezia Limited still applies, the only remedy will be to receive repayment of any Subscription the Licensee may have paid to Bizezia Limited.
- 10.7 Clauses 10 and 11 survive termination of this Licence for whatever reason.

11. Confidentiality

- 11.1 Each party shall
- (a) protect the Confidential Information against unauthorised disclosure by using the same degree of care as it would take to preserve and safeguard its own Confidential Information of a similar nature, being at least a reasonable degree of care; and
 - (b) not use the other's Confidential Information other than for the performance and enjoyment of this Licence.

12. General Provisions

- 12.1 This Licence constitutes the entire agreement and understanding of the parties and supersedes any agreement between the parties made previously relating to the subject matter in this Licence.
- 12.2 This Licence is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. It is agreed that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.
- 12.3 Notices shall be delivered personally or sent by first class post (or air mail if overseas) to the address of the party set out in the Licence or as otherwise notified to the other party. Any notice will be deemed to be received immediately upon personal delivery or two days after posting (or five days after posting if by air mail).
- 12.4 Failure or delay to exercise a right or remedy does not constitute a waiver of that or any other right or remedy. If you breach this agreement and we ignore that breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this agreement.
- 12.5 For the purposes of this Licence any reference to a 'day' means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.
- 12.6 This Licence and any disputes or claims arising out of or in connection with its subject matter are governed by and shall be construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English Courts.

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Tax Calendar: Licence Agreement

Between

(1) Bizezia Limited, company number 04017546 of CityCal House, 12 Bridge Road Business Park, Bridge Road, Haywards Heath, West Sussex, RH16 1TX ("Bizezia"); and

(2) *Your company details as provided on the Order Form* (the "Licensee")

Background

- (A) Bizezia owns the Intellectual Property Rights in the Tax Calendar.
- (B) The Licensee wishes to make the Tax Calendar available on the Site.
- (C) Bizezia and the Licensee have agreed that Bizezia shall provide the Licensee with the Tax Calendar and allow the Licensee to use the Tax Calendar subject to the terms and conditions set out in this Licence.

Agreed Terms

1. Interpretation

1.1 In this Licence the following words shall have the following meanings:

Code means the electronic programming code required to display the I-Frame on the Site

Confidential Information means all information, whether technical or otherwise, where the information ought reasonably to be considered confidential given the nature of the information or the circumstances of its disclosure

Copyright Notice means the written notice attached to the Tax Calendar asserting Bizezia's ownership of all Intellectual Property rights therein

Delivery Date means the later of:

- a) 3 days after payment by the Licensee of the Initial Fee; or
- b) 3 days after the Effective Date

Due Date means in the case of the Initial Subscription the Effective Date, and in the case of the Renewal Subscription, the anniversary of the Effective Date

Effective Date means the date of this Licence

I-Frame means the electronic interface to appear on the Site, through which the Tax Calendar is accessible

Initial Subscription means the sum payable to Bizezia by the Licensee for the initial 12 month period under the terms of this Licence

Intellectual Property Rights means all intellectual property rights wherever in the world they arise, whether registered or unregistered (and including any pending applications), including but not limited to copyright, know-how, confidential information, trade secrets, business names and domain names, marks, design rights, database rights and all rights to bring actions for passing off

Licence Period means the initial period of 12 months from the Effective Date onwards and, subject to termination under the terms of this Licence, from year to year thereafter indefinitely

Permitted Use means use by the Licensee under the terms of Clause 2.2

Renewal Subscriptions means the sum(s) payable by the Licensee to Bizezia for subsequent periods of 12 months after the initial 12 month period has expired

Site means the Licensee's website

Subscriptions means both the Initial Subscription and, subsequently, the Renewal Subscriptions together with any other fees payable under this Licence

Tax Calendar means the online calendar containing selected tax dates, stored on Bizezia's servers and accessible through the I-Frame

Visitor means a visitor to the Site

1.2 In this Licence, words in the singular shall include the plural and those in the plural shall include the singular.

1.3 Clause and Schedule headings are for reference only and do not affect the interpretation of this Licence.

2. Rights Granted

2.1 Bizezia grants to the Licensee a non-exclusive licence to use the Tax Calendar for the Permitted Use during the Licence Period in return for payment by the Licensee of the Fees.

2.2 The Licence granted under Clause 2.1 permits the Licensee to provide access to the Tax Calendar through the I-Frame to be displayed in only one place on the Site.

3. Rights Reserved

3.1 Bizezia shall retain full title to, and ownership of, all Intellectual Property Rights including but not limited to those embodied by or otherwise incorporated into the Tax Calendar, the I-Frame and the Code.

3.2 Notwithstanding anything else in this Licence, Bizezia retains all rights, titles and interests not expressly granted by this Licence.

4. Bizezia's Obligations

4.1 Bizezia shall provide the Licensee with the Code on or before the Delivery Date.

4.2 Bizezia may from time to time as it in its sole discretion deems fit develop, edit, update, enhance, decompile, disassemble or in any way alter the content and the appearance of the Tax Calendar and the I-Frame.

4.3 Bizezia will use reasonable efforts to minimise defects or errors in the Tax Calendar but does not warrant that the content or availability of the Tax Calendar will be error-free or uninterrupted.

4.4 Bizezia will provide the online hosting for the Tax Calendar but will not provide hosting, management, advice or any support whatsoever for the Site.

5. The Licensee's Obligations

- 5.1 The Licensee shall obtain all equipment and ancillary software and services (including but not limited to telecommunications services) required to install, access and use the Tax Calendar.
- 5.2 The Licensee shall pay all Fees due under this Licence expeditiously and no later than the Due Date.
- 5.3 The Licensee shall not include all or any part of the Tax Calendar on the Site, or distribute any copies of all or any part of the Tax Calendar, without proper attribution to Bizezia or without including the Copyright Notice.
- 5.4 The Licensee shall not promote the Tax Calendar either on the Site or by any other promotional means without proper attribution to Bizezia or without including the Copyright Notice.
- 5.5 The Licensee may not develop, edit, update, enhance, decompile, disassemble or in any way alter the Tax Calendar or any part thereof without the prior written consent of Bizezia.
- 5.6 The Licensee is solely responsible for the hosting and management of the Site.

6. Warranties

- 6.1 Each of the parties warrants to the other that it has the full power and authority required to enter into and perform this Licence.
- 6.2 Bizezia warrants to the Licensee that the Tax Calendar:
 - a) does not infringe any third party Intellectual Property Rights, property rights or rights of privacy;
 - b) does not violate any applicable law or regulation;
 - c) contains no material that is defamatory, trade libellous, unlawfully threatening or unlawfully harassing; and
 - d) does not, to the best of Bizezia's knowledge, contain any viruses or other computer programming routines that are intended to damage or interfere maliciously with any system, data or personal information.
- 6.3 Bizezia warrants to the Licensee that the Tax Calendar may be accessed via Microsoft Internet Explorer™, Mozilla Firefox 2.0™, Netscape Navigator 9™ or Safari 3.1™ on a personal computer operating under Microsoft Windows 95/98/2000/ME/XP/Vista™ and on an Apple Mac computer using Max OS X.
- 6.4 Without limitation to the above, Bizezia does not warrant that the Tax Calendar will meet the Licensee's requirements, nor that, subject to its obligations under Clause 4, the information contained in Tax Calendar is complete or accurate.
- 6.5 The Licensee warrants that it shall not use the Tax Calendar in any way which:
 - a) is or is likely to breach any applicable laws or regulations (including its own professional regulations) or violate the rights of Bizezia or any other person;
 - b) Bizezia, in its sole discretion, determines is objectionable or causes offence, either to itself or to another party;
 - c) is defamatory, trade libellous, unlawfully threatening, unlawfully harassing or which Bizezia, in its sole discretion, determines is objectionable or causes offence; or
 - d) adversely affects or may adversely affect the performance or availability of the Tax Calendar or any of Bizezia's other services to other parties.

7. Assignment

- 7.1 The Licensee may not assign, transfer or otherwise dispose of any rights granted to it under this Licence or use them on behalf of another business.
- 7.2 The Licensee may not sell, rent, sub-licence or lease the Tax Calendar to any third party without the prior written consent of Bizezia.
- 7.3 Bizezia may assign or transfer in any way its rights under this licence without consent, provided that it gives the Licensee at least 1 month's prior notice of its intention to do so.

8. Term and Termination

- 8.1 This Licence shall commence on the Effective Date and, subject to termination under this Clause 8, continue for the Licence Period, unless terminated by either party by notice in writing to the other at least one month prior to any anniversary of the Effective Date.
- 8.2 Either party may terminate this Licence immediately on written notice to the other party if:
 - a) that other party commits a material breach of any of its obligations under this Licence which, if capable of remedy, is not remedied within 7 days after the service of a written notice specifying the breach and requiring it to be remedied; or
 - b) that other party, or any part of that company involved in this Licence, ceases to trade, is unable to pay its debts, becomes subject to any insolvency proceedings, winding up petition, resolution or order, or enters administration, receivership, an arrangement or any other liquidation or analogous event.
- 8.3 Bizezia may at its sole discretion terminate, cancel, suspend, limit or discontinue all or any part of the Tax Calendar or this Licence at any time if Bizezia believes that the Licensee is using or intends to use the Tax Calendar in any way which is contrary to the Permitted Use or the terms of this Licence.
- 8.4 On termination of this Licence:
 - a) all provisions of this Licence shall cease to have effect except that any provision which can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect; and
 - b) the Licensee shall, within 5 days after termination, remove the Code from the Site.

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- 9.4 Notwithstanding anything else in this Licence, if Bizezia does not receive payment by the Due Date it may suspend or terminate this Licence and/or suspend or terminate access to the Publication, in addition to any other rights of remedy it may have under this Licence or under applicable law.
- 9.5 If Bizezia does not receive payment by the Due Date it shall be entitled, but not obliged, to charge interest on any amounts unpaid at the rate of 5% over the base rate of HSBC Bank plc, up to the date of payment in full (before and after any judgment). Such interest shall accrue on a daily basis and be compounded quarterly.

- 9.6 The amount payable as Subscriptions shall be determined by Bizezia in its sole discretion, without prejudice to any right of either party to terminate under Clause 8.

10. Limitation of Liability

- 10.1 Bizezia's aggregate liability, whether for negligence, breach of contract, misrepresentation or otherwise under or in connection with the Tax Calendar and/or this Licence, or in any way in connection to Bizezia's relationship with the Licensee, is limited to remedying the defect in the Tax Calendar which gives rise to such liability. If Bizezia is unable to remedy the defect, such liability is limited to the amount of the Initial Fee.
- 10.2 Under no circumstances will Bizezia be liable to the Licensee for any indirect or consequential losses or expenses, or for any loss of anticipated profits, savings, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims, or any similar loss howsoever caused, including by negligence.
- 10.3 Bizezia shall not be liable for any loss, damage, or liability of whatever nature which has arisen as a result of the interaction between the Tax Calendar and any item supplied by a party other than Bizezia, or which, without prejudice to Clause 6.2(d), occurs as a result of a virus, computer program or programming error.
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11. Confidentiality

- 11.1 Each party shall:
- (a) protect the Confidential Information against unauthorised disclosure by using the same degree of care as it would take to preserve and safeguard its own Confidential Information of a similar nature, being at least a reasonable degree of care; and
 - (b) not use the other's Confidential Information other than for the performance and enjoyment of this Licence.

12. General Provisions

- 12.1 This Licence constitutes the entire agreement and understanding of the parties and supersedes any agreement between the parties made previously relating to the subject matter in this Licence.
- 12.2 This Licence is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. It is agreed that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.
- 12.3 Notices shall be delivered personally or sent by first class post (or air mail if overseas) to the address of the party set out in the Licence or as otherwise notified to the other party. Any notice will be deemed to be received immediately upon personal delivery or two days after posting (or five days after posting if by air mail).
- 12.4 Failure or delay to exercise a right or remedy does not constitute a waiver of that or any other right or remedy. If you breach this agreement and we ignore that breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this agreement.
- 12.5 For the purposes of this Licence any reference to a 'day' means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.
- 12.6 This Licence and any disputes or claims arising out of or in connection with its subject matter are governed by and shall be construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English Courts.

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Work Manual: Licence Agreement

Between

- (1) Bizezia Limited, company number 04017546 of CityCal House, 12 Bridge Road Business Park, Bridge Road, Haywards Heath, West Sussex, RH16 1TX ("Bizezia"); and
 - (2) *Your company details as provided on the Order Form* (the "Licensee")
-

Background

- (A) Bizezia owns the Intellectual Property Rights in Work Manual.
- (B) The Licensee wishes to access and use Work Manual.
- (C) Bizezia and the Licensee have agreed that Bizezia shall provide the Licensee with access to Work Manual and allow the Licensee to use Work Manual subject to the terms and conditions set out in this Licence.

Agreed Terms

1. Interpretation

1.1 In this Licence the following words shall have the following meanings:

- (A) Bizezia owns the Intellectual Property Rights in Work Manual.
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1. Interpretation

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Confidential Information means all information, whether technical or otherwise, where the information ought reasonably to be considered confidential given the nature of the information or the circumstances of its disclosure

Delivery Date means the later of:

- a) 3 days after payment by the Licensee of the Initial Fee; or
- b) 3 days after the Effective Date

Due Date means in the case of the Initial Subscription the Effective Date, and in the case of the Renewal Subscription, the anniversary of the Effective Date

Effective Date means the date of this Licence

Help Files means the online assistance files provided within Work Manual

Initial Subscription means the sum payable to Bizezia by the Licensee for the initial 12 month period under the terms of this Licence

Intellectual Property Rights means all intellectual property rights wherever in the world they arise, whether registered or unregistered (and including any pending applications), including but not limited to copyright, know-how, confidential information, trade secrets, business names and domain names, marks, design rights, database rights and all rights to bring actions for passing off

Licence Period means (except for a Lifetime Subscription) the initial period of 12 months from the Effective Date onwards and, subject to termination under the terms of this Licence, from year to year thereafter indefinitely

Lifetime Subscription means the sum payable to Bizezia by the Licensee for a period of 15 years from the Effective Date onwards and, subject to termination under the terms of this Licence, from year to year thereafter

Lifetime Subscription Period means a period of 15 years from the Effective Date onwards and, subject to termination under the terms of this Licence, from year to year thereafter indefinitely

PDF means a document in Adobe™ Portable Document Format

Permitted Use means use by the Licensee under the terms of Clause 2.2

Policies and Procedures means the package of templates together comprising the Work Manual as chosen by the Licensee on the Order Form

Renewal Subscriptions means the sum(s) payable by the Licensee to Bizezia for subsequent periods of 12 months after the initial 12 month period has expired

Site means www.bizezia.com

Subscriptions means both the Initial Subscription and, subsequently, the Renewal Subscriptions together with any other fees payable under this Licence

Work Manual means the online system holding the work Policies and Procedures templates accessible through the Site

- 1.1 In this Licence, words in the singular shall include the plural and those in the plural shall include the singular.
- 1.2 Clause and Schedule headings are for reference only and do not affect the interpretation of this Licence.

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- 2.1 Bizezia grants to the Licensee a non-exclusive licence to use Work Manual for the Permitted Use during the Licence Period or, if applicable, the Lifetime Subscription Period, in return for payment by the Licensee of the Fees.
- 2.2 The Licence granted under Clause 2.1 permits the Licensee to:
 - a) access Work Manual through the Site; and
 - b) download and print or email PDF versions of the Policies and Procedures for the purpose of issuing an Work Manual to employees of the Licensee to cover the majority of the Firm's activities in a clear and unambiguous way and forming part of the terms of employment of each employee.

3. Rights Reserved

- 3.1 Bizezia shall retain full title to, and ownership of, all Intellectual Property Rights including but not limited to those embodied by or otherwise incorporated into Work Manual and the Policies and Procedures templates.
- 3.2 Notwithstanding anything else in this Licence, Bizezia retains all rights, titles and interests not expressly granted by this Licence.

4. Bizezia's Obligations

- 4.1 Bizezia shall provide access to Work Manual through the Site on or before the Delivery Date.
- 4.2 Bizezia may from time to time as it in its sole discretion deems fit develop, edit, update, enhance, decompile, disassemble or in any way alter the content and the appearance of Work Manual and the Policies and Procedures templates.
- 4.3 Bizezia will use reasonable efforts to minimise defects or errors in Work Manual and the Policies and Procedures templates but does not warrant that the content or availability of Work Manual or the Policies and Procedures templates will be error-free or uninterrupted.
- 4.4 If the Licensee reasonably feels that a Policies and Procedures template it requires within its ordinary course of business is not covered by the existing Policies and Procedures templates and provides notice to Bizezia of its additional requirement, Bizezia will make reasonable efforts to provide a Policies and Procedures template to fit this additional requirement.
- 4.5 Bizezia will own all Intellectual Property Rights in any additional letter templates created under Clause 4.4.
- 4.6 If the Licensee provides Bizezia with an additional Policies and Procedures template for the Licensee's own use in Work Manual, Bizezia will upload the additional template to Work Manual as soon as is reasonably practicable and free of charge, up to a maximum of 5 additional templates. The Licensee shall pay Bizezia £10 + VAT for any further templates added beyond the initial 5.
- 4.7 Bizezia will provide the online hosting for Work Manual on the Site.

5. The Licensee's Obligations

- 5.1 The Licensee shall obtain all equipment and ancillary software and services (including but not limited to telecommunications services) required to access and use Work Manual.
- 5.2 The Licensee shall pay all Fees due under this Licence expeditiously and no later than the Due Date.
- 5.3 The Licensee shall not use all or any part of the Policies and Procedures templates, whether substantial or not, for whatever reason, after the Licence Period has expired or after this Licence has been terminated under the terms of Clause 8 and/or Clause 9 below and all information stored by the Licensee in Work Manual will be deleted by Bizezia at the end of the Licence Period.
- 5.4 The Licensee shall keep access to Work Manual and the Policies and Procedures templates under its control and ensure that no other party is able to access and use Work Manual and/or the Policies and Procedures templates outside the Permitted Use.

6. Warranties

- 6.1 Each of the parties warrants to the other that it has the full power and authority required to enter into and perform this Licence.
- 6.2 Bizezia warrants to the Licensee that Work Manual:
 - a) does not infringe any third party Intellectual Property Rights, property rights or rights of privacy;
 - b) does not violate any applicable law or regulation;
 - c) contains no material that is defamatory, trade libellous, unlawfully threatening or unlawfully harassing; and
 - d) does not, to the best of Bizezia's knowledge, contain any viruses or other computer programming routines that are intended to damage or interfere maliciously with any system, data or personal information.
- 6.3 Bizezia warrants to the Licensee that Work Manual may be accessed via Microsoft Internet Explorer™, Mozilla Firefox 2.0™, Netscape Navigator 9™ or Safari 3.1™ on a personal computer operating under Microsoft Windows 95/98/2000/ME/XP/Vista™ and on an Apple Mac computer using Max OS X.
- 6.4 Without limitation to the above, Bizezia does not warrant that Work Manual will meet the Licensee's requirements nor that, subject to its obligations under Clause 4, the information contained in any or all of the Policies and Procedures templates is complete or accurate.
- 6.5 The Licensee warrants that it shall not use Work Manual in any way which:
 - a) is or is likely to breach any applicable laws or regulations (including its own professional regulations) or violate the rights of Bizezia or any other person;
 - b) Bizezia, in its sole discretion, determines is objectionable or causes offence, either to itself or to another party;
 - c) is defamatory, trade libellous, unlawfully threatening, unlawfully harassing or which Bizezia, in its sole discretion, determines is objectionable or causes offence; or
 - d) adversely affects or may adversely affect the performance or availability of Work Manual or any of Bizezia's other services to other parties.

7. Assignment

- 7.1 The Licensee may not assign, transfer or otherwise dispose of any rights granted to it under this Licence or use them on behalf of another business.
- 7.2 The Licensee may not sell, rent, sub-licence, lease or allow the use of any of the Policies and Procedures templates by or to any third party.
- 7.3 Bizezia may assign or transfer in any way its rights under this licence without consent, provided that it gives the Licensee at least 1 months prior notice of its intention to do so.

8. Term and Termination

- 8.1 This Licence shall commence on the Effective Date and, subject to termination under this Clause 8, continue for the Licence Period, unless terminated by either party by notice in writing to the other at least one month prior to any anniversary of the Effective Date.
- 8.2 Either party may terminate this Licence immediately on written notice to the other party if:

- a) that other party commits a material breach of any of its obligations under this Licence which, if capable of remedy, is not remedied within 7 days after the service of a written notice specifying the breach and requiring it to be remedied; or
 - b) that other party, or any part of that company involved in this Licence, ceases to trade, is unable to pay its debts, becomes subject to any insolvency proceedings, winding up petition, resolution or order, or enters administration, receivership, an arrangement or any other liquidation or analogous event.
- 8.3 Bizezia may at its sole discretion terminate, cancel, suspend, limit or discontinue all or any part of Work Manual or this Licence at any time if Bizezia believes that the Licensee is using or intends to use Work Manual or the Policies and Procedures templates in any way which is contrary to the Permitted Use or the terms of this Licence.
- 8.4 On termination of this Licence all provisions of this Licence shall cease to have effect except that any provision which can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect.

9. Subscriptions and Payment

- 9.1 The Licensee shall pay the Initial Subscription to Bizezia on or before the Effective Date.
- 9.2 The Licensee shall pay the Renewal Subscriptions to Bizezia on each anniversary of the Effective Date.
- 9.3 All Subscriptions are payable to Bizezia in £GBP Sterling by credit or debit card or by such other method as Bizezia shall specify in writing to the Licensee.
- 9.4 Notwithstanding anything else in this Licence, if Bizezia does not receive payment by the Due Date it may suspend or terminate this Licence and/or suspend or terminate access to the Publication, in addition to any other rights of remedy it may have under this Licence or under applicable law.
- 9.5 If Bizezia does not receive payment by the Due Date it shall be entitled, but not obliged, to charge interest on any amounts unpaid at the rate of 5% over the base rate of HSBC Bank plc, up to the date of payment in full (before and after any judgment). Such interest shall accrue on a daily basis and be compounded quarterly.
- 9.6 The amount payable as Subscriptions shall be determined by Bizezia in its sole discretion, without prejudice to any right of either party to terminate under Clause 8.

10. Limitation of Liability

- 10.1 Bizezia's aggregate liability, whether for negligence, breach of contract, misrepresentation or otherwise under or in connection with Work Manual and/or this Licence, or in any way in connection to Bizezia's relationship with the Licensee, is limited to remedying the defect in Work Manual which gives rise to such liability. If Bizezia is unable to remedy the defect, such liability is limited to the amount of the Initial Fee.
- 10.2 Under no circumstances will Bizezia be liable to the Licensee for any indirect or consequential losses or expenses, or for any loss of anticipated profits, savings, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims, or any similar loss howsoever caused, including by negligence.
- 10.3 Bizezia shall not be liable for any loss, damage, or liability of whatever nature which has arisen as a result of the interaction between Work Manual and any item supplied by a party other than Bizezia, or which, without prejudice to Clause 6.2(d), occurs as a result of a virus, computer program or programming error.
- 10.4 Bizezia shall not be liable for any 'down-time' during which Work Manual is unavailable due to a hosting, technical or internet error but it will use reasonable efforts to keep such disturbances to a minimum.
- 10.5 Under no circumstances will Bizezia be liable for any damage arising from a failure on the part of the Licensee to comply with the Help Files.
- 10.6 No provision of this Licence shall be taken as excluding or restricting liability for death or personal injury arising from Bizezia's negligence or for fraud or for any liability arising as a result of Bizezia's breach of Clause 6.1.
- 10.7 Where the Licensee is still in the free trial period, the only remedy available to the Licensee will be to terminate use of the service under this Licence. Where the Licensee is still in a period during which a guarantee from Bizezia Limited still applies, the only remedy will be to receive repayment of any Subscription the Licensee may have paid to Bizezia Limited.
- 10.8 Clauses 10 and 11 survive termination of this Licence for whatever reason.

11. Confidentiality

- 11.1 Each party shall:
- a) protect the Confidential Information against unauthorised disclosure by using the same degree of care as it would take to preserve and safeguard its own Confidential Information of a similar nature, being at least a reasonable degree of care; and
 - b) not use the other's Confidential Information other than for the performance and enjoyment of this Licence.

12. General Provisions

- 12.1 This Licence constitutes the entire agreement and understanding of the parties and supersedes any agreement between the parties made previously relating to the subject matter in this Licence.
- 12.2 This Licence is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. It is agreed that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.
- 12.3 Notices shall be delivered personally or sent by first class post (or air mail if overseas) to the address of the party set out in the Licence or as otherwise notified to the other party. Any notice will be deemed to be received immediately upon personal delivery or two days after posting (or five days after posting if by air mail).
- 12.4 Failure or delay to exercise a right or remedy does not constitute a waiver of that or any other right or remedy. If you breach this agreement and we ignore that breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this agreement.
- 12.5 For the purposes of this Licence any reference to a 'day' means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.
- 12.6 This Licence and any disputes or claims arising out of or in connection with its subject matter are governed by and shall be construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English Courts.

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Online Business Library: Licence Agreement

Between

- (1) Bizezia Limited, company number 04017546 of CityCal House, 12 Bridge Road Business Park, Bridge Road, Haywards Heath, West Sussex, RH16 1TX ("Bizezia"); and
(2) *Your company details as provided on the Order Form* (the "Licensee")
-

Background

- (A) Bizezia owns the Intellectual Property Rights in the Online Business Library.
(B) The Licensee wishes to make the Online Business Library available on the Site.
(C) Bizezia and the Licensee have agreed that Bizezia shall provide the Licensee with the Online Business Library and allow the Licensee to use the Online Business Library subject to the terms and conditions set out in this Licence.

Agreed Terms

1. Interpretation

1.1 In this Licence the following words shall have the following meanings:

Catalogue means the list of Publications at www.bizezia.com

Code means the electronic programming code required to display the I-Frame on the Site

Confidential Information means all information, whether technical or otherwise, where the information ought reasonably to be considered confidential given the nature of the information or the circumstances of its disclosure

Copyright Notice means the written notice included in the Publications asserting Bizezia's ownership of all Intellectual Property rights therein

Delivery Date means the later of:

- a) 3 days after payment by the Licensee of the Initial Subscription; or
- b) 3 days after the Effective Date

Due Date means in the case of the Initial Subscription the Effective Date, and in the case of the Renewal Subscription, the anniversary of the Effective Date

Effective Date means the date of this Licence

I-Frame means the electronic interface to appear on the Site, through which the Online Business Library is accessible

Initial Subscription means the sum payable to Bizezia by the Licensee for the initial 12 month period under the terms of this Licence

Intellectual Property Rights means all intellectual property rights wherever in the world they arise, whether registered or unregistered (and including any pending applications), including but not limited to copyright, know-how, confidential information, trade secrets, business names and domain names, marks, design rights, database rights and all rights to bring actions for passing off

Licence Period means the initial period of 12 months from the Effective Date onwards and, subject to termination under the terms of this Licence, from year to year thereafter indefinitely

Online Business Library means the package of Publications chosen by the Licensee on the Order Form, stored on Bizezia's servers and accessible through the I-Frame on the Site

PDF means a document in Adobe™ Portable Document Format

Permitted Use means use by the Licensee under the terms of Clause 2.2

Personalised Back Page means a single A4 page, containing the Licensee's contact details and other promotional content, which will be attached automatically online as the final page to each of the Publications

Publications means any or all of the 700 or more PDF documents listed in the Catalogue which together form the contents of the Online Business Library

Renewal Subscriptions means the sum(s) payable by the Licensee to Bizezia for subsequent periods of 12 months after the initial 12 month period has expired

Site means the Licensee's website

Subscriptions means both the Initial Subscription and, subsequently, the Renewal Subscriptions together with any other fees payable under this Licence

Visitor means a visitor to the Site

1.2 In this Licence, words in the singular shall include the plural and those in the plural shall include the singular.

1.3 Clause and Schedule headings are for reference only and do not affect the interpretation of this Licence.

2. Rights Granted

2.1 Bizezia grants to the Licensee a non-exclusive licence to use the Online Business Library for the Permitted Use during the Licence Period in return for payment by the Licensee of the Fees.

2.2 The Licence granted under Clause 2.1 permits the Licensee to:

- a) provide access to the Online Business Library through the I-Frame to be displayed in only one place on the Site so that a Visitor can select one or more Publications for viewing and download; and
- b) download and print or email PDF copies of Publications for the purpose of distribution to employees, clients and prospects of the Licensee.

3. Rights Reserved

3.1 Bizezia shall retain full title to, and ownership of, all Intellectual Property Rights including but not limited to those embodied by or otherwise incorporated into the Online Business Library, the I-Frame, the Publications and the Code.

3.2 The Licensee may not:

- a) provide access to or distribute excerpts, quotations or other constituent parts of the Publications, whether substantial or otherwise, without the prior written consent of Bizezia; or

- b) upload, display or in any other way provide access to individual PDFs or other transitory copies or versions of all or any part of the Publications on the Site other than through the I-Frame.
- 4.6 Notwithstanding anything else in this Licence, Bizezia retains all rights, titles and interests not expressly granted by this Licence.

4. Bizezia's Obligations

- 4.1 Bizezia shall provide the Licensee with the Code on or before the Delivery Date.
- 4.2 Bizezia may from time to time as it in its sole discretion deems fit develop, edit, update, enhance, decompile, disassemble or in any way alter the content and the appearance of the Online Business Library, the Publications and the I-Frame.
- 4.3 Provided the Licensee fulfils its obligation in Clause 5.2 below, Bizezia will produce the Personalised Back Page within 10 days after the Delivery Date.
- 4.4 Bizezia will use reasonable efforts to minimise defects or errors in the Online Business Library but does not warrant that the content or availability of the Online Business Library will be error-free or uninterrupted.
- 4.5 Bizezia will provide the online hosting for the Online Business Library but will not provide hosting, management, advice or any support whatsoever for the Site.

5. The Licensee's Obligations

- 5.1 The Licensee shall obtain all equipment and ancillary software and services (including but not limited to telecommunications services) required to install, access and use the Online Business Library.
- 5.2 The Licensee shall pay all Fees due under this Licence expeditiously and no later than the Due Date.
- 5.3 The Licensee shall provide Bizezia with the content, information, graphics, images and all other elements required to produce the Personalised Back Page no later than 7 days after the Delivery Date. If the Licensee fails to perform this obligation, Bizezia may produce the Personalised Back Page to a design which Bizezia, in its sole discretion, deems fit.
- 5.4 The Licensee shall not include all or any part of the Online Business Library on the Site, or distribute any of the Publications, without proper attribution to Bizezia or without including the Copyright Notice.
- 5.5 The Licensee shall not promote the Online Business Library either on the Site or by any other promotional means without proper attribution to Bizezia or without including the Copyright Notice.
- 5.6 The Licensee may not develop, edit, update, enhance, decompile, disassemble or in any way alter the Online Business Library or any part thereof without the prior written consent of Bizezia.
- 5.7 The Licensee is solely responsible for the hosting and management of the Site.

6. Warranties

- 6.1 Each of the parties warrants to the other that it has the full power and authority required to enter into and perform this Licence.
- 6.2 Bizezia warrants to the Licensee that the Online Business Library:
 - a) does not infringe any third party Intellectual Property Rights, property rights or rights of privacy;
 - b) does not violate any applicable law or regulation;
 - c) contains no material that is defamatory, trade libellous, unlawfully threatening or unlawfully harassing; and
 - d) does not, to the best of Bizezia's knowledge, contain any viruses or other computer programming routines that are intended to damage or interfere maliciously with any system, data or personal information.
- 6.3 Bizezia warrants to the Licensee that the Online Business Library may be accessed via Microsoft Internet Explorer™, Mozilla Firefox 2.0™, Netscape Navigator 9™ or Safari 3.1™ on a personal computer operating under Microsoft Windows 95/98/2000/ME/XP/Vista™ and on an Apple Mac computer using Max OS X.
- 6.4 Without limitation to the above, Bizezia does not warrant that the Online Business Library will meet the Licensee's requirements, nor that, subject to its obligations under Clause 4, the information contained in any or all of the Publications is complete or accurate.
- 6.5 The Licensee warrants that it shall not use the Online Business Library in any way which:
 - a) is or is likely to breach any applicable laws or regulations (including its own professional regulations) or violate the rights of Bizezia or any other person;
 - b) Bizezia, in its sole discretion, determines is objectionable or causes offence, either to itself or to another party;
 - c) is defamatory, trade libellous, unlawfully threatening, unlawfully harassing or which Bizezia, in its sole discretion, determines is objectionable or causes offence; or
 - d) adversely affects or may adversely affect the performance or availability of the Online Business Library or any of Bizezia's other services to other parties.
- 6.6 The Licensee warrants to Bizezia that the information it provides for the creation of the Personalised Back Page:
 - a) does not infringe any third party Intellectual Property Rights, property rights or rights of privacy;
 - b) does not violate any applicable law or regulation;
 - c) contains no material that is defamatory, trade libellous, unlawfully threatening, unlawfully harassing or which Bizezia, in its sole discretion, determines is objectionable or causes offence, either to itself or to another party; and
 - d) does not, to the best of the Licensee's knowledge, contain any viruses or other computer programming routines that are intended to damage or interfere maliciously with any system, data or personal information.

7. Assignment

- 7.1 The Licensee may not assign, transfer or otherwise dispose of any rights granted to it under this Licence or use them on behalf of another business.
- 7.2 The Licensee may not sell, rent, sub-licence or lease any of the Publications to any third party without the prior written consent of Bizezia.
- 7.3 Bizezia may assign or transfer in any way its rights under this licence without consent, provided that it gives the Licensee at least 1 month's prior notice of its intention to do so.

8. Term and Termination

- 8.1 This Licence shall commence on the Effective Date and, subject to termination under this Clause 8, continue for the Licence Period, unless terminated by either party by notice in writing to the other at least one month prior to any anniversary of the Effective Date.

- 8.2 Either party may terminate this Licence immediately on written notice to the other party if:
- a) that other party commits a material breach of any of its obligations under this Licence which, if capable of remedy, is not remedied within 7 days after the service of a written notice specifying the breach and requiring it to be remedied; or
 - b) that other party, or any part of that company involved in this Licence, ceases to trade, is unable to pay its debts, becomes subject to any insolvency proceedings, winding up petition, resolution or order, or enters administration, receivership, an arrangement or any other liquidation or analogous event.
- 8.3 Bizezia may at its sole discretion terminate, cancel, suspend, limit or discontinue all or any part of the Online Business Library or this Licence at any time if Bizezia believes that the Licensee is using or intends to use the Online Business Library or the Publications in any way which is contrary to the Permitted Use or the terms of this Licence.
- 8.4 On termination of this Licence:
- a) all provisions of this Licence shall cease to have effect except that any provision which can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect; and
 - b) the Licensee shall, within 5 days after termination, remove the Code from the Site.

9. Subscriptions and Payment

- 9.1 The Licensee shall pay the Initial Subscription to Bizezia on or before the Effective Date.
- 9.2 The Licensee shall pay the Renewal Subscriptions to Bizezia on each anniversary of the Effective Date.
- 9.3 All Subscriptions are payable to Bizezia in £GBP Sterling by credit or debit card or by such other method as Bizezia shall specify in writing to the Licensee.
- 9.4 Notwithstanding anything else in this Licence, if Bizezia does not receive payment by the Due Date it may suspend or terminate this Licence and/or suspend or terminate access to the Publication, in addition to any other rights of remedy it may have under this Licence or under applicable law.
- 9.5 If Bizezia does not receive payment by the Due Date it shall be entitled, but not obliged, to charge interest on any amounts unpaid at the rate of 5% over the base rate of HSBC Bank plc, up to the date of payment in full (before and after any judgment). Such interest shall accrue on a daily basis and be compounded quarterly.
- 9.6 The amount payable as Subscriptions shall be determined by Bizezia in its sole discretion, without prejudice to any right of either party to terminate under Clause 8.

10. Limitation of Liability

- 10.1 Bizezia's aggregate liability, whether for negligence, breach of contract, misrepresentation or otherwise under or in connection with the Online Business Library and/or this Licence, or in any way in connection to Bizezia's relationship with the Licensee, is limited to remedying the defect in the Online Business Library which gives rise to such liability. If Bizezia is unable to remedy the defect, such liability is limited to the amount of the Initial Fee.
- 10.2 Under no circumstances will Bizezia be liable to the Licensee for any indirect or consequential losses or expenses, or for any loss of anticipated profits, savings, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims, or any similar loss howsoever caused, including by negligence.
- 10.3 Bizezia shall not be liable for any loss, damage, or liability of whatever nature which has arisen as a result of the interaction between the Online Business Library and any item supplied by a party other than Bizezia, or which, without prejudice to Clause 6.2(d), occurs as a result of a virus, computer program or programming error.
- 10.4 Bizezia shall not be liable for any 'down-time' during which the Online Business Library is unavailable due to a hosting, technical or internet error but it will use reasonable efforts to keep such disturbances to a minimum.
- 10.5 No provision of this Licence shall be taken as excluding or restricting liability for death or personal injury arising from Bizezia's negligence or for fraud or for any liability arising as a result of Bizezia's breach of Clause 6.1.
- 10.6 Where the Licensee is still in the free trial period, the only remedy available to the Licensee will be to terminate use of the service under this Licence. Where the Licensee is still in a period during which a guarantee from Bizezia Limited still applies, the only remedy will be to receive repayment of any Subscription the Licensee may have paid to Bizezia Limited.
- 10.7 Clauses 10 and 11 survive termination of this Licence for whatever reason.

11. Confidentiality

- 11.1 Each party shall
- a) protect the Confidential Information against unauthorised disclosure by using the same degree of care as it would take to preserve and safeguard its own Confidential Information of a similar nature, being at least a reasonable degree of care; and
 - b) not use the other's Confidential Information other than for the performance and enjoyment of this Licence.

12. General Provisions

- 12.1 This Licence constitutes the entire agreement and understanding of the parties and supersedes any agreement between the parties made previously relating to the subject matter in this Licence.
- 12.2 This Licence is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. It is agreed that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.
- 12.3 Notices shall be delivered personally or sent by first class post (or air mail if overseas) to the address of the party set out in the Licence or as otherwise notified to the other party. Any notice will be deemed to be received immediately upon personal delivery or two days after posting (or five days after posting if by air mail).
- 12.4 Failure or delay to exercise a right or remedy does not constitute a waiver of that or any other right or remedy. If you breach this agreement and we ignore that breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this agreement.
- 12.5 For the purposes of this Licence any reference to a 'day' means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.
- 12.6 This Licence and any disputes or claims arising out of or in connection with its subject matter are governed by and shall be construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English Courts.

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DeskSmart: Licence Agreement

Between

- (1) Bizezia Limited, company number 04017546 of CityCal House, 12 Bridge Road Business Park, Bridge Road, Haywards Heath, West Sussex, RH16 1TX ("Bizezia"); and
 - (2) *Your company details as provided on the Order Form* (the "Subscriber")
-

Background

- (A) The Subscriber wishes to access and use DeskSmart.
- (B) Bizezia and the Subscriber have agreed that Bizezia shall allow the Subscriber to access and use DeskSmart subject to the terms and conditions set out in this Agreement.

Agreed Terms

1. Interpretation

- 1.1 In this Agreement the following words shall have the following meanings:

Additional Features [means any further features that the Subscriber from time to time wishes to use such as OBL, Calculators, extra storage etc]

DeskSmart means a version of WebOffice for use by the Subscriber, pre-populated by Bizezia with the standard features listed at www.bizezia.com and with such Additional Features as are agreed by the parties for inclusion from time to time

DeskSmart Membership means the total number of Members (calculated monthly for billing purposes) with access to DeskSmart

Confidential Information means all information, whether technical or otherwise, where the information ought reasonably to be considered confidential given the nature of the information or the circumstances of its disclosure

Due Date means the last date for payment given by Bizezia in the Invoice

Extras means such additional extras (including but not limited to additional storage, SSL or full search functionality) as may be ordered by the Subscriber

Effective Date means the date of this Agreement

Intellectual Property Rights means all intellectual property rights wherever in the world they arise, whether registered or unregistered (and including any pending applications), including but not limited to copyright, know-how, confidential information, trade secrets, business names and domain names, marks, design rights, database rights and all rights to bring actions for passing off

Invoice means the monthly statement sent by Bizezia to the Subscriber listing the Fees due for the preceding month

Member(s) means employees, clients or other contacts of the Subscriber who have completed a member registration form

Permitted Use means use by the Subscriber and its Members under the terms of Clause 2.2

Renewal Subscriptions means the sum(s) payable by the Licensee to Bizezia in respect of Extras for subsequent periods of 12 months after the initial 12 month period has expired

Subscriptions means both the Monthly Subscription and, subsequently, the Renewal Subscriptions together with any other fees payable under this Licence

Term means the full period for which this Agreement is in force beginning with the Effective Date and being either the Trial Period or, if the Subscriber is electing to subscribe to the full version of DeskSmart, a period running from month-to-month indefinitely, unless terminated by either party in accordance with this Agreement

Trial Period means the 30 day period during which the Subscriber shall have access to a trial version of DeskSmart free of charge

WebExOne means the owner of WebOffice and all Intellectual Property Rights therein

WebExOne Terms means the Terms and Conditions on which WebExOne provides WebOffice, attached in Schedule 1 to this Agreement

WebOffice means the intranet product provided by WebExOne, providing the platform on which DeskSmart product is supplied

- 1.2 In this Agreement, words in the singular shall include the plural and those in the plural shall include the singular.
- 1.3 Clause and Schedule headings are for reference only and do not affect the interpretation of this Agreement.

2. Rights Granted

- 2.1 Bizezia will allow the Subscriber and its Members to access and use DeskSmart for the Permitted Use during the Term in return for payment by the Subscriber of the Fees.
- 2.2 The rights granted in Clause 2.1 permit the Subscriber and its Members to use DeskSmart for business and commercial use within the Subscriber's own firm or, if the Subscriber is signing up for the Trial Period, for the purpose of establishing whether it wishes to subscribe to DeskSmart and related Bizezia services.

3. Rights Reserved

- 3.1 Notwithstanding anything else in this Agreement, Bizezia retains all rights, titles and interests not expressly granted by this Agreement.

4. Bizezia's Obligations

- 4.1 Bizezia shall provide the Subscriber with the initial password and login details required to access DeskSmart.
- 4.2 Although Bizezia will make reasonable efforts to ensure that the Subscriber is given a DeskSmart at the URL of its choice, it does not warrant that this will be possible in all circumstances and Bizezia reserves the right to reject a URL proposed by the Subscriber at Bizezia's sole discretion.
- 4.3 Bizezia will make reasonable endeavours to provide assistance and support to the Subscriber for its use of DeskSmart during the Term and to reply to all of the Subscriber's queries within a reasonable time but does not warrant that the content or availability of DeskSmart will be error-free or uninterrupted.

5. The Subscriber's Obligations

- 5.1 The Subscriber shall obtain all equipment and ancillary software and services (including but not limited to telecommunications services) required to install, access and use DeskSmart and related Bizezia products.
- 5.2 The Subscriber shall not allow any party who is not a Member to access or use DeskSmart or any part thereof.
- 5.3 The Subscriber shall pay all Fees due under this Agreement expeditiously and no later than the Due Date.
- 5.4 Nothing in this Agreement shall be taken as creating an obligation on the part of the Subscriber to subscribe to DeskSmart after the Trial Period has expired.

6. Warranties

- 6.1 Each of the parties warrants to the other that it has the full power and authority required to enter into and perform this Agreement.
- 6.2 Bizezia warrants to the Subscriber that DeskSmart:
 - a) does not infringe any third party Intellectual Property Rights, property rights or rights of privacy;
 - b) does not violate any applicable law or regulation;
 - c) contains no material that is defamatory, trade libellous, unlawfully threatening or unlawfully harassing; and
 - d) does not, to the best of Bizezia's knowledge, contain any viruses or other computer programming routines that are intended to damage or interfere maliciously with any system, data or personal information.
- 6.3 Bizezia warrants to the Licensee that DeskSmart may be accessed via Microsoft Internet Explorer™, Mozilla Firefox 2.0™, Netscape Navigator 9™ or Safari 3.1™ on a personal computer operating under Microsoft Windows 95/98/2000/ME/XP/Vista™ and on an Apple Mac computer using Max OS X.
- 6.4 Without limitation to the above, Bizezia does not warrant that DeskSmart will meet the Subscriber's requirements, nor that, subject to its obligations under Clause 4, the information contained in DeskSmart is complete or accurate.
- 6.5 The Subscriber warrants to Bizezia that it shall not use DeskSmart or allow DeskSmart to be used in any way which:
 - a) could cause itself or Bizezia to be in breach of the WebExOne Terms;
 - b) is or is likely to breach any applicable laws or regulations (including its own professional regulations) or violate the rights of Bizezia or any other person;
 - c) Bizezia, in its sole discretion, determines is objectionable or causes offence, either to itself or to another party;
 - d) is defamatory, trade libellous, unlawfully threatening, unlawfully harassing or which Bizezia, in its sole discretion, determines is objectionable or causes offence; or
 - e) adversely affects or may adversely affect the performance or availability of DeskSmart or any of Bizezia's other services to other parties.
- 6.6 The Subscriber agrees to indemnify and hold harmless Bizezia against any liabilities arising as a result of any breach by the Subscriber of Clause 6.5.

7. Assignment

- 7.1 The Subscriber may not assign, transfer or otherwise dispose of any rights granted to it under this Agreement or use them on behalf of another business.
- 7.2 Bizezia may assign or transfer in any way its rights under this Agreement without consent, provided that it gives the Subscriber at least 1 month's prior notice of its intention to do so.

8. Term and Termination

- 8.1 This Agreement shall commence on the Effective Date and, subject to termination under this Clause 8, continue for the Term unless terminated by either party by at least 30 days' prior notice in writing.
- 8.2 Either party may terminate this Agreement immediately on written notice to the other party if:
 - a) that other party commits a material breach of any of its obligations under this Agreement which, if capable of remedy, is not remedied within 7 days after the service of a written notice specifying the breach and requiring it to be remedied;
 - b) that other party, or any part of that company involved in this Agreement, ceases to trade, is unable to pay its debts, becomes subject to any insolvency proceedings, winding up petition, resolution or order, or enters administration, receivership, an arrangement or any other liquidation or analogous event
- 8.3 Bizezia may in its sole discretion terminate, cancel, suspend, limit or discontinue all or any part of DeskSmart or this Agreement at any time if:
 - a) Bizezia believes that the Subscriber or a Member has caused or could cause itself or Bizezia to be in breach of all or any part of the WebExOne Terms;
 - b) Bizezia believes that the Subscriber or a Member is using or intends to use DeskSmart in any way which is contrary to the Permitted Use or the terms of this Agreement; or
 - c) WebExOne discontinues its WebOffice or associated services or any part thereof for any reason.
- 8.4 On termination of this Agreement:
 - a) all provisions of this Agreement shall cease to have continuing effect except that any provision which can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect; and
 - b) WebExOne and Bizezia may remove and/or permanently delete DeskSmart or any of the Subscriber's or Members' information and backup copies held therein.

9. Subscriptions and Payment

- 9.1 Except for Subscriptions for Extras which are payable annually in advance, all other Subscriptions payable under this Agreement are due monthly in advance, no later than the Due Date.
- 9.2 All Subscriptions are payable to Bizezia in £GBP Sterling by cheque or credit card and Bizezia will pay all fees charged by WebExOne.
- 9.3 Unless and until this Agreement is terminated under the provisions of Clause 8 or Clause 9, the Subscriber agrees that Bizezia may automatically invoice or charge the credit card on file for the full amount of each succeeding month's subscription.
- 9.4 All Subscriptions will be assessed monthly based upon DeskSmart Membership and Additional Features, generally on the first calendar day of each month. Pending Members and guest access is not counted in determining DeskSmart Membership for billing purposes and deletion of Member records is the sole responsibility of the Subscriber and/or its Members.
- 9.5 Subscriptions payable for Extras are payable annually in advance.

- 9.6 Notwithstanding anything else in this Agreement, if Bizezia does not receive payment by the Due Date it may suspend or terminate this Agreement and/or suspend or terminate access to DeskSmart, in addition to any other rights of remedy it may have under this Agreement or under applicable law.
- 9.7 If Bizezia does not receive payment by the Due Date it shall be entitled, but not obliged, to charge interest on any amounts unpaid at the rate of 5% over the base rate of HSBC Bank plc, up to the date of payment in full (before and after any judgment). Such interest shall accrue on a daily basis and be compounded quarterly.
- 9.8 Without prejudice to any right to terminate under Clause 8 above, Bizezia may from time to time as it in its sole discretion deems fit alter its Subscriptions provided it notifies the Subscriber in writing of any such alterations.

10. Trial Period

- 10.1 No Subscriptions shall be payable by the Subscriber for the Trial Period nor may Extras be ordered by the Subscriber in the Trial Period.
- 10.2 Notwithstanding Clause 8.1 above, if the Subscriber is signing up for the Trial Period, this Agreement shall run from the Effective Date until the end of the Trial Period, unless the Subscriber elects to subscribe to the full version of DeskSmart under the terms of this Agreement.
- 10.3 If the Subscriber wishes to subscribe to the full version of DeskSmart, it must notify Bizezia no later than 60 days after the end of the Trial Period.
- 10.4 Any subscription coming under the process detailed in Clause 10.3 will be under the same terms as this Agreement.
- 10.5 The Subscriber shall have no access to DeskSmart or any information stored or saved therein after the Trial Period has expired unless it chooses to subscribe to the full version of DeskSmart in accordance with Clause 10.3. Bizezia does not warrant that any information stored or saved on DeskSmart during the Trial Period will remain after the Trial Period has expired.
- 10.6 Where the Subscriber is still in the free trial period, the only remedy available to the Subscriber will be to terminate use of the service. Where the Subscriber is still in a period during which a guarantee from Bizezia Limited still applies, the only remedy will be to receive repayment of any Subscription the Subscriber may have paid to Bizezia Limited (this shall not include monies paid for Extras).
- 10.7 The Subscriber and/or any of its associated companies or parts thereof may not sign up for more than one Trial Period.

11. Privacy

- 11.1 The Subscriber hereby agrees that Bizezia and WebExOne may share with one another Subscriber and/or Member billing and other necessary contact information including, but not limited to 'personally identifiable member information', notwithstanding anything contained in this Agreement or the WebExOne Terms or in either company's privacy policy, as detailed in Clause 11.3.
- 11.2 In using DeskSmart the Subscriber accepts that information about it and its Members will be transferred to WebExOne's servers in the United States of America and hereby consents to such a transfer.
- 11.3 Both Bizezia and WebExOne respect the privacy of the Subscriber and its Members and each party has a Privacy Policy, available for viewing at www.webexone.com/privacy (for WebExOne) and www.bizezia.com (for Bizezia).

12. Limitation of Liability

- 12.1 Bizezia's aggregate liability, whether for negligence, breach of contract, misrepresentation or otherwise under or in connection with DeskSmart and/or this Agreement, or in any way in connection to Bizezia's relationship with the Subscriber, is limited to remedying the defect in DeskSmart which gives rise to such liability. If Bizezia is unable to remedy the defect, such liability is limited to the amount of the Initial Fee.
- 12.2 Under no circumstances will Bizezia be liable to the Subscriber for any indirect or consequential losses or expenses, or for any loss of anticipated profits, savings, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims, or any similar loss howsoever caused, including by negligence.
- 12.3 Bizezia shall not be liable for any loss, damage, or liability of whatever nature which has arisen as a result of the interaction between DeskSmart and any item supplied by a party other than Bizezia, or which, without prejudice to Clause 6.2(d), occurs as a result of a virus, computer program or programming error.
- 12.4 Bizezia shall not be liable for any 'down-time' during which DeskSmart is unavailable due to a hosting, technical or internet error or due to maintenance or other work being carried out by WebExOne but it will use reasonable efforts to keep such disturbances to a minimum.
- 12.5 No provision of this Agreement shall be taken as excluding or restricting liability for death or personal injury arising from Bizezia's negligence or for fraud or for any liability arising as a result of Bizezia's breach of Clause 6.1.
- 12.6 Clauses 10 and 11 survive termination of this Agreement for whatever reason.

13. Confidentiality

- 13.1 Each party shall
- protect the Confidential Information against unauthorised disclosure by using the same degree of care as it would take to preserve and safeguard its own Confidential Information of a similar nature, being at least a reasonable degree of care; and
 - not use the other's Confidential Information other than for the performance and enjoyment of this Agreement.

14. General Provisions

- 14.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any agreement between the parties made previously relating to the subject matter in this Agreement.
- 14.2 This Agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. It is agreed that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 14.3 Except for the Subscriber's obligation to pay the Fees due on all previous Invoices, no party will be responsible for failure of performance due to causes beyond its control. Such causes include, but are not limited to, accidents, acts of God, labour disputes, actions of any government agency from any country, shortage of materials, acts of terrorism, or the stability or availability of the internet or a portion thereof.

- 14.4 Notices shall be delivered personally or sent by first class post (or air mail if overseas) to the address of the party set out in the Agreement or as otherwise notified to the other party. Any notice will be deemed to be received immediately upon personal delivery or two days after posting (or five days after posting if by air mail).
- 14.5 Failure or delay to exercise a right or remedy does not constitute a waiver of that or any other right or remedy. If you breach this agreement and we ignore that breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this agreement. For the purposes of this Agreement any reference to a 'day' means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.
- 14.6 This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and shall be construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English Courts.

Schedule 1: Terms of Use of WebOffice Services

IMPORTANT – READ CAREFULLY: YOUR USE OF WEBOFFICE AND ITS SERVICES IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE TERMS.

INTRODUCTION

IMPORTANT – READ CAREFULLY: BY CLICKING THE "I AGREE" BUTTON OR BY UTILIZING THE WEBOFFICE SERVICES ("SERVICES") YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. This is a legal agreement ("Agreement," and also referred to as the "Terms of Use") between You and WebEx Communications, Inc., doing business as "WebExOne," for use of the Services which You selected or initiated, which may include WebOffice services, intranet applications and web hosting, optional fee based professional services and other services available from time to time (collectively, the "Services"). "You" refers to either (a) the individual or entity that registered and/or provided WebExOne his or her credit card or other payment mechanism for the Services, or (b) if the Services are being purchased on behalf of an entity by an individual authorized to purchase the Services on behalf of such entity, the "You" or, alternatively, "Subscribing Organization" refers to such entity. If You do not agree with the terms of this Agreement, click the "CANCEL" button and do not use or join any meeting supported by the Services or make any other use of the Services. Any software associated with the Services is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. DESCRIPTION OF SERVICES; STATEMENT OF INTENDED USE

The Services include an intranet suite of applications including, but not limited to, a group calendar, database builder, announcements, member lists, document manager, expense reports, polls, tasks and discussions applications, in addition to certain Web and Audio Conferencing features. Together, these Services are referred to herein as a "Site" or "Web Office." By registering, the individual or the organization identified as the Subscribing Organization in the Site registration process will be assigned a unique URL, and its representatives who have completed a member registration form will be "Members." The Services, all information, products and services contained or described in the Services or any Linked Sites, and the URL may be accessed and used solely by the Subscribing Organization to which such URL is assigned and its Members, solely for purposes of establishing and maintaining an intranet for internal use. WebExOne may at any time terminate the Services or any feature of the Services, or the Subscribing Organization's or its Members' access to the Services as provided in Sections 4 and 5 hereof. All changes to the Services will be subject to these Terms.

2. REGISTRATION; BILLING INFORMATION; SITE ADMINISTRATOR

To establish a WebExOne hosted intranet Site or WebOffice, the Subscribing Organization must complete the Site registration process. To become a Member, an individual must be specifically identified to the Subscribing Organization, obtain its specific permission to access the same, and complete the Member registration form. The Subscribing Organization and its Members must provide accurate and complete information upon Site registration (the "Registration Information"), as well as accurate and complete billing contact information on the billing form ("Billing Information"), and promptly update the Registration and Billing Information so that it is always accurate and complete. The person who completes the Site registration is the initial "Site Administrator" for the Site, and exercises certain options to initially determine the level of privacy and security for the Site. For example, s/he will determine who can be a Member of the Site and the level of privileges that Members will possess. Each Site Administrator may designate other Members as additional and/or successor Site Administrators, and is responsible for confirming that such person(s) accept such responsibility. Upon becoming a site administrator, each person will be deemed to agree to the obligations of a Site Administrator hereunder. In addition, any person designated as the Billing Contact in the site billing record will be deemed to assume the rights and obligations of a Site Administrator. All notices from WebExOne to the Subscribing Organization will be given to the current Site Administrator(s) at the e-mail address(es) appearing on the Site, and/or to the Billing Contact e-mail address, as appropriate. In addition, all notices and information sent by WebExOne to Members will be sent to their individual addresses. In its sole discretion, WebExOne will determine the timing, nature, and content of all communications with Site Administrators, Billing Contacts and Members.

3. REGISTRATION CODE; PASSWORD; SECURITY

Upon registration, the Subscribing Organization will select a Site Name and Members will each select a password, and the Subscribing Organization will be assigned a registration code (unless utilizing the "Anyone May Join" membership option, in which case no registration code is required). WebExOne will use reasonable efforts to assign to the Subscribing Organization the Site Name that it selects. However, the Subscribing Organization and its Members may not select or use a Site Name, and WebExOne reserves the right to reject or terminate use of a Site Name if it has been previously assigned to another Subscribing Organization or if WebExOne, in its sole discretion, determines (a) the Site Name is offensive or its use violates applicable law, (b) that multiple sites have been registered by a Subscribing Organization or its Members to avoid purchasing incremental storage space, or simply to reserve site names without the intent to use them, (c) the Subscribing Organization or its Members has selected or is using a Site Name of another party with the intent to impersonate that party, (d) the Site Name contains, may interfere or be confused with, violate, exploit, or capitalize on, the name, goodwill, trade name, trademark, registered trademark, service mark, or proprietary or other rights of any party, (e) the Subscribing Organization or Members or others acting on its behalf have reserved more than ten Site Names or Sites or (f) the Subscribing Organization, its Members or Administrators, have created multiple "free trial" sites for the purpose of avoiding subscription fees. If WebExOne rejects or terminates use of a Site Name because of a violation or threatened violation of this Section 3, it may elect, at its sole discretion and without prior notice: to select an alternate Site Name, to allow the Subscribing Organization to promptly select another acceptable Site Name, and/or to Terminate as provided in Section 4 hereof. The Subscribing Organization and its Members are entirely responsible for maintaining the confidentiality of the registration code (if applicable), the passwords, the Site and the information stored on the Site (collectively, the "Site Information"), and of all

information that they transmit through the Services, for selecting the Members and their privileges, for any and all usage and activities that occur in connection with the registration code (if applicable), passwords, Site Name, Site Information and Site, and for all Site content. The sharing of user login names and/or passwords by more than one individual to avoid the payment of member fees constitutes a violation of these Terms of Use.

The Subscribing Organization will notify WebExOne immediately of any known or suspected unauthorized use, activities or disclosure of the Site or any information, or any other breach of security. WebExOne will not be liable for any failure by the Subscribing Organization or its Members to comply with this Section 3 or any other provision of these Terms. In the event that a dispute arises over the rightful control of any Site, WebExOne will have no obligation to any party to continue to grant access to the Site except under an order from a court of competent jurisdiction.

4. TERMINATION

WebExOne, in its sole discretion, may terminate, cancel, suspend, limit, discontinue, and/or deactivate (temporarily or permanently) all or any part of the Services, registration code, any password, Site Name, registration, any part or all of the Site, and/or the Subscribing Organization's and/or its Members' access to and use of any part or all of their personally identifiable information (collectively, "Personal Information"), Registration Information, Site Information, the Services and/or the Site, and/or their rights under these Terms (all of the foregoing rights and actions to "Terminate" or a "Termination"), all at any time, including without limitation if (a) WebExOne believes that the Subscribing Organization or a Member has violated or is threatening to violate these Terms or other policy of WebExOne, its Third Party Providers or applicable law, has misused or is threatening to misuse the Services, or has conducted or is threatening to conduct any fraudulent, abusive, or illegal activity, (b) WebExOne believes that the Subscribing Organization or any of its Members has accessed or is attempting to access any part of the Services or Content, or the Site, or Registration Site or Personal Information of any other Subscribing Organization or Member, (c) the Subscribing Organization assigns its rights to the Site or the Site Name, (d) WebExOne discontinues the Services or any part thereof for any reason, (e) the subscribing Organization or a Member makes excessive use of bandwidth, or transmits excessive numbers of e-mails, notices or other transmissions inconsistent with the number of members registered and using the Service in the sole discretion of WebExOne. WebExOne reserves the right to investigate the validity of any complaint presented to it which alleges that any site has been used to conduct fraudulent, abusive or illegal activity, or has been used in any way which violates these Terms. Such investigations may include logging on to the site and/or reviewing any data or information contained therein. WebExOne will not, however, provide any such information to any third party unless required by law or court order.

A Termination described in Section 4(a), (b), (c), or (d) may be made with or without notice and will be effective immediately. In the event of Termination, WebExOne may remove and/or permanently delete from its servers all of the Subscribing Organization's and its Members' Site Information, Registration Information and Personal Information and/or all backup copies thereof, without further notice and without any liability of WebExOne to the Subscribing Organization, its Members or any third party. Notwithstanding anything in these Terms to the contrary, if WebExOne reasonably believes that the Subscribing Organization or any of its Members has violated or is threatening to violate applicable law or the provisions of Section 4(b) or has conducted or is threatening to conduct any fraudulent, abusive, or illegal activity, WebExOne may, without any notice, refer the Subscribing Organization and/or its Members to appropriate law enforcement agencies, and/or immediately remove and/or permanently delete the Site Information, Registration Information and/or Personal Information as otherwise provided herein. If a Subscribing Organization or its Members are the subject of a Termination described in this Section 4, they may not re-register for or continue to use the Services in any manner or for any reason. If the Subscribing Organization wishes to terminate its Site and use of the Services, it must notify WebExOne by sending an email to: help@WebExOne.com. For information on this procedure, see our Privacy Statement at <http://www.WebExOne.com/privacy>. The provisions of Sections 6, 10, 13, 14, 15 and 16 will survive any Termination under Section 4 or 5 and any discontinuance.

5. ACCESS TO SERVICES; SUPPORT; THIRD PARTY PROVIDERS; RIGHTS

To use the Services, the Subscribing Organization and its Members must obtain and pay any fees for access to the World Wide Web and provide all equipment necessary to make such connection, including a computer and modem or other access device. The Subscribing Organization and its Members may access the Services and the Site only by means of the interface provided by WebExOne. Although the Services and Site are generally accessible worldwide, access may not be available to all persons or in all locations. WebExOne reserves the right to limit access to the Site or the Services by any Subscribing Organization, Member, or person, or from any location. The Services contain links to other World Wide Web sites of WebExOne's partners, affiliates, and providers of content or services to WebExOne in delivering the Services or to its Subscribing Organizations as part of the Services (collectively, "Third Party Providers") and to other resources and sites (all such sites collectively, "Linked Sites"). Such links are provided for the convenience of the Subscribing Organization and its Members only, and are not reviewed, monitored or controlled by WebExOne. WebExOne does not endorse, is not responsible for and makes no representation or warranty concerning the reliability or availability of these Linked Sites or Third Party Providers or the accuracy, reliability, completeness or authenticity of their contents, advertising or products, and is not responsible for web casting or any transmission received from any Linked Site. Use of Linked Sites is subject to the privacy policies, terms of service and other conditions applicable to such Sites. Use of the Ephox EditLive! service is provided to you subject to its Terms of Use, which is available here. All linking to Linked Sites is at the sole risk of the Subscribing Organization and its Members. Any concerns regarding any Linked Site or its content, products or services should be directed to the administrator or webmaster of such Linked Site.

6. FEES

All fees are payable in US dollars unless invoiced or charged by WebExOne in another currency, in which case the fees must be paid in the currency invoiced. All transmission fees, currency translation fees, wire and bank fees chargeable by or deducted from remittances by any bank, including the transmitting, intermediary or recipient bank are the responsibility of the remitting party (Subscribing Organization). Merchant fees charged by Credit Card Companies and by PayPal assessed to WebExOne, will be absorbed by WebExOne and are expressly not the responsibility of the remitting party (Subscribing Organization).

During completion of the site subscription, one person is designated as the responsible contact for purposes of billing and payment of fees (the "Billing Contact"). The Billing Contact is not personally liable for the site fees, nor are individual site members. The obligation to pay fees rests with the Subscribing Organization. The Billing Contact may, however elect to furnish a personal credit card for the purpose of paying site fees in which case the furnishing of such information is considered his/her authorization for WebExOne to use the card for any and payments related to the site. The Billing Contact may be changed by any Site Administrator directly through the site, and when any change is made all Site Administrators are notified by e-mail. The Services are provided on a

subscription basis. Such subscription charges entitle the Subscribing Organization and its Members to use the Services without any banner advertising or sponsorship advertising within the product. Third party opt-in email services, HTML email that may have sponsors or ads within it, and free subscription offers are not considered advertising or sponsorship advertising for purposes of subscription charges. Subscribing Organizations and its Members agree that should subscription charges not be paid in a timely manner, WebExOne may, in its sole discretion, discontinue service until such time as the payments are brought current. Subscribing Organizations and its Members further agree that should payment for the Services be made to a third party in connection with its offering of our service, and said third party fails to make payments to WebExOne, WebExOne may, in its sole discretion, discontinue service until such time as the payments are brought current. The Monthly Subscription Fees are charged in accordance with WebExOne's published prices at the time of initial subscription to the service.

Sites and Members are not charged for the calendar month in which the site is created. Billing will begin starting with the first day of the calendar month after the creation of the site. Fees will be assessed based upon Site Membership as of the billing date, generally the first calendar day of each month. Pending Members and Guest access is not counted in determining Membership for billing purposes. It is the responsibility of the Site Administrator(s) to monitor and update their site membership. WebExOne will not be responsible for deleting site member records, nor will it do so if requested. Deletion of member records must be done by a Site Administrator. Subscription fees are billable to the person designated by the Subscribing Organization as indicated in the Site billing contact information record, which may be accessed and updated only by a Site Administrator through the "manage site" feature. It is the Subscribing Organization's responsibility to ensure that the billing contact information is complete and accurate at all times. Only a Site Administrator or the designated billing contact person may cancel a site subscription. Cancellation may be made at any time by any Site Administrator or Billing Contact person through an e-mail instruction from either a Site Administrator e-mail account or a Billing Contact person's e-mail account as contained on the Site. Cancellation requests must be addressed to billing@WebExOne.com. Any cancellation will take effect, for billing purposes, as of the last day of the calendar month in which the cancellation request is received by WebExOne provided that the request is received by 5 PM EST at least seven (7) days prior to the end of the month. Cancellation of annual subscriptions will take effect on the last day of the annual subscription period. Upon receipt of a valid cancellation request, WebExOne may deactivate the Site at any time. Unless and until a cancellation request is received by WebExOne, You agree that WebExOne may automatically invoice or charge the credit card on file for the full amount of each succeeding month's subscription, or in the case of an annual subscription, for each succeeding year. You also hereby authorizes WebExOne to charge any and all other amounts due under any to the credit card on file. This includes both one time and periodic fees as they become due. In the event WebEx is unable to collect from this credit card any sums due, You agree to pay such sums, together with any costs incurred by WebEx in collecting such sums, including reasonable attorneys' fees, and interest at the lower of 1.5% per month or the highest rate permitted by law. In addition, You authorizes WebEx to, from time to time and at its discretion, undertake steps to determine whether the credit card information provided is current and accurate. Those steps may include, but are not limited to, the use of third party service providers to, among other things, automatically update credit card numbers and expiration dates, addresses, and other applicable information. WebEx reserves the right to, without notice or prior approval, use the updated information for all current and future transactions.

WebExOne reserves the right to increase the fees it charges for access by the Subscribing Organization and its Members to the Professional Edition, provided, however, that WebExOne will provide no less than thirty (30) days advance notice to existing Subscribers of its intention to do so.

Subscribing Organizations may elect to subscribe to the Professional Edition Service under a Corporate License. In exchange for the payment of an annual Corporate License Fee, the Subscribing Organization will receive certain benefits as described on the WebExOne Website including (a) custom branding of all its intranet sites, (b) a site creation (Jump) page from which it can create branded sites, (c) unique member billing and (d) consolidated invoicing. In consideration of these benefits, the Subscribing Organization agrees that it is granted a non-exclusive, worldwide, non-transferable license to use the Professional Edition Service to create and maintain branded sites for itself and its legal Affiliates. For this purpose, a legal Affiliate is an entity that is more than 50% owned by the Subscribing Organization. Neither the Subscribing Organization, nor its Affiliates may sublicense the Services, or create branded sites for persons other than itself or its Affiliates.

Fees for other services, including but not limited to extra disk storage, e-mail storage and SSL security are also charged in accordance with the prices in effect at the time of purchase, or renewal.

7. THIRD PARTY (PARTNER) SITES

Subscribing Organizations may register for the WebExOne Services through a Partner who may be a reseller of the Services on behalf of WebExOne. In such cases, the Subscribing Organization hereby agrees that WebExOne may provide membership, billing and other necessary contact information, including, but not limited to "personally identifiable member information" to the WebExOne Partner notwithstanding anything contained in these Terms of Use or the WebExOne Privacy Policy.

8. STORAGE AND FILE DOWNLOAD/BANDWIDTH LIMITATIONS

Storage space for the Subscribing Organization is currently provided in accordance with the WebExOne price list in effect from time to time, and it may be impossible to store some data or information at the Site due to space constraints. The Subscribing Organization agrees that WebExOne is not responsible or liable for any insufficient storage capacity or the deletion or failure to store data or information. WebExOne reserves the right to limit the file download and/or bandwidth capacity of any or all sites, in its sole discretion, if it deems such limitation to be in the best interests of the operating performance across all sites. In addition, WebExOne reserves the right on a daily basis to limit the number of e-mails transmitted from its servers for any individual site or group of related sites, in its sole discretion.

9. PRIVACY

WebExOne respects the privacy of its Subscribing Organizations and Members. Please read our Privacy Statement at <http://www.webexone.com/AboutUs/Privacy/>, which forms part of these Terms.

10. SUBSCRIBING ORGANIZATION'S AND MEMBERS' RESPONSIBILITIES; MATURE AUDIENCE SITE DESIGNATION

All Site Information, Registration Information, Personal Information and other information stored, publicly posted or privately transmitted through the Services by the Subscribing Organization or its Members, the confidentiality and privacy of all of the same

and of the Site, and all uses of the Services and the Site by the Subscribing Organization and its Members are their sole responsibility. Without limitation, the Subscribing Organization and its Site Administrator(s) are responsible for monitoring the contents, use of and access to the Site and all such Information, and use of and access thereto by Members who are minors. Without limitation, the Subscribing Organization agrees that it and its Members will use the Services and the Site only in accordance with these Terms, and will not use them to:

a. upload, store, post, link to, email or otherwise transmit, distribute, publish or disseminate any Site Information, Content or other information (i) that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, objectionable or libelous, or promotes such activity; (ii) that (or the transmission, distribution, publication or dissemination of which) infringes any patent, trademark, trade secret, copyright, or other rights or proprietary rights of any party, violates any contractual or fiduciary relationships (such as inside, proprietary or confidential information); (iii) that is harmful to minors; or (iv) that contains software viruses, trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protect" devices, any other harmful or disruptive program, or any warez, cracks, hacks, associated utilities or other piracy related information;

b. provide inaccurate, incomplete, outdated or misleading Registration Information or e-mail addresses, create a false identity or manipulate identifiers to mislead or to disguise the origin of any information stored on the Site or transmitted through the Services, or impersonate or otherwise misrepresent any affiliation with any person or entity;

c. modify, use, download, publish, upload, post, transmit, transfer, sell, reproduce, create new or derivative works from, license, distribute, perform, display, broadcast, exploit or otherwise copy any portion of the Services, Site Name, or any Content, or any products or other services (including software) obtained there from, or permit access to the same by any unauthorized person or entity;

d. interfere with or disrupt any links or click-through URLs provided through the Services, or servers or networks connected to the Services, or violate the regulations, policies or procedures of such servers or networks, or interfere with another Subscribing Organization's or Member's use and enjoyment of the Services;

e. attempt to gain unauthorized access to the Services, Content, other Sites, Registration Information, Site Information or Personal Information, or other computer systems, servers or networks connected to the Services; or

f. violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any securities exchange of any jurisdiction, laws regarding the transmission through the Services of technical data or software exported from the United States and/or the country(ies) in which the Subscribing Organizations and/or its Members reside, and laws and regulations regarding online conduct and acceptable content of the Subscribing Organization's and its Members' transmissions, Site and Site Information.

The Site Administrator may elect to designate a Site as a mature audience site. This designation is purely voluntary on the part of the Subscribing Organization. This designation indicates that some or the entire site content may not be appropriate for Members under the age of 18. This designation does not, under any circumstances, give the Subscribing Organization or its Members the right to post content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, objectionable or libelous, or promotes such activity, as determined in WebExOne's sole discretion. Posting of such material as listed in this Paragraph 10 is a violation of these Terms of Use and will be dealt with in accordance with Paragraph 4 herein. If the Subscribing Organization designates its site as a mature audience site, WebExOne reserves the right to visit the site either in response to a complaint, or, at its sole discretion, without having received a complaint regarding the site. If WebExOne discovers a violation of these Terms of Use, the site may be terminated in accordance with Paragraph 4 herein. WebExOne does not monitor information transmitted through the Services, Site Information or use thereof except to the limited extent permitted in these Terms or the Privacy Statement <http://www.WebExOne/privacy>, but WebExOne has the right (but not the obligation) to delete, move or edit and to require the Subscribing Organization to delete, move or edit any Registration, Site or Personal Information that violates the same. WebExOne reserves the right to examine the information or customer data contained within any Site, however, for the sole purpose of determining if a violation of these Terms of Use has occurred. The Subscribing Organization must evaluate and bear all risks associated with use of any Site Information and any other information or products obtained from the Services, including any reliance on the accuracy, completeness or usefulness thereof.

11. ANTI-SPAM POLICY

WebExOne does not condone or allow spam. The Subscribing Organization and its Members may not use the Services, Content, WebExOne name or servers, the Site Information or the Sites to email or otherwise transmit, distribute, publish or disseminate any unsolicited advertising, survey, promotional materials, "junk email," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or duplicative or unsolicited messages (commercial or otherwise) with respect to the Sites, Site Information or any other business, product or service, and may not use the Site Name as the return address on any unsolicited communication. Without limitation, Subscribing Organizations and Members may not use the "Invite Others to This Site" feature of the Services to send e-mail communications to a prospective Member unless they have a reasonable basis to believe that the recipient will want to become a Member. We encourage Subscribing Organization and its Members to help us enforce this policy. To report a violation, contact us at abuse@WebExOne.com. As provided in the Privacy Policy, <http://www.webexone.com/AboutUs/Privacy/>, WebExOne will cooperate with legal authorities in releasing information about Subscribing Organizations and Members who violate this Anti-Spam Policy.

12. BACKUP

WebExOne regularly backs up Site Information stored on the Site, and stores the same for a limited time. Subject to the limitations set forth in Sections 4 and 5 hereof, upon the Subscribing Organization's request and payment of the then-current fee, we will make reasonable efforts to restore Site Information. WebExOne will have no liability for any failure to back up or restore such Site Information, or for interruptions, delay or suspension of access to or unavailability of Site, Registration or Personal Information, or any loss of such Information, data or transmissions.

13. WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY

WARRANTY DISCLAIMER. YOU UNDERSTAND AND AGREE THAT THE SERVICES, AND ANY ASSOCIATED SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE. WEBEXONE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WEBEXONE MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES, THE SITE, OR THAT THE SERVICES WILL MEET ANY SUBSCRIBING ORGANIZATION OR MEMBER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF

THE SERVICES AND THE SITE ARE AT THE SUBSCRIBING ORGANIZATION'S AND/OR MEMBER'S SOLE RISK. THE SUBSCRIBING ORGANIZATION AND ITS MEMBERS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE SUBSCRIBING ORGANIZATION, THE MEMBER, THE SITE, AND ANY LINKED SITES RESULTING FROM THE USE OF SUCH SERVICES OR WEBSITE. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to either the Subscribing Organization or the Member. In that event, such warranties are limited to the minimum warranty scope and period allowed by applicable law.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WEBEXONE, WEBEX COMMUNICATIONS, INC., ITS PARENTS, SUBSIDIARIES, OFFICERS, EMPLOYEES, SPONSORS, PARTNERS, SUPPLIERS OR AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES, OR ANY OTHER PECUNIARY LOSS) INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF, OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES, THE SITE, OR ASSOCIATED SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF WEBEXONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, WEBEXONE'S MAXIMUM CUMULATIVE LIABILITY AND THE SUBSCRIBING ORGANIZATION'S AND ITS MEMBERS' EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE SUBSCRIBING ORGANIZATION FOR THE SUBSCRIPTION SERVICES (EXCLUDING ANY PER USE OR PROFESSIONAL SERVICE FEES) IN THE PREVIOUS 12 MONTHS EVEN IF ANY REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to either the Subscribing Organization or its Members.

14. INDEMNITY

The Subscribing Organization and its Members agree, to the extent allowed under federal law, to indemnify and hold WebExOne, WebEx Communications, Inc., or its parents, subsidiaries, affiliates, officers, employees, sponsors and partners harmless from any claim, loss, cost, expense, demand, or damage, including reasonable attorneys' fees, arising directly or indirectly out of (a) the Subscribing Organization's or its Members' use of or connection to the Services, this Website, the Site, or the Materials, (b) Site Information or other information transmitted or stored by the Subscribing Organization or its Members through or on the Site or the Services, (c) activities in connection therewith, or (d) the Subscribing Organization's or its Members' breach of this Agreement or violation of the rights of any other party.

15. PROPRIETARY RIGHTS

The Services, this Website, and all Content, and all trademarks, including but not limited to all material distributed or presented to the Subscribing Organization or its Members through the Services by WebExOne or its Third Party Providers or on the Linked Sites, and all rights and intellectual property rights therein, are the sole property of WebExOne, or its Third Party Providers, and are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Any comments, suggestions or ideas or other information submitted to WebExOne through this Website, in writing, by e-mail or otherwise to WebExOne will be the property of WebExOne and WebExOne will have all rights therein without any obligation to compensate the Subscribing Organization or its Members. All Site Information will remain the sole property of the Subscribing Organization, its Members or any party with rights therein. Any rights not expressly granted herein are reserved.

All materials published by WebExOne and its Third Party Providers, including but not limited to text, graphics, names, logos, service marks and trademarks, and information contained on any Linked Sites (collectively, the "Content") are the property of or controlled by WebExOne or the party credited as the provider of the Content.

The Subscribing Organization and its Members will respect all proprietary rights of WebExOne and its Third Party Providers in and to the Content, Site Name, Services, and Site, any products or other services obtained there from.

16. MISCELLANEOUS

a. Assignment. Neither party may assign or delegate their respective obligations under this Agreement either in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign their rights and obligations under this Agreement as the result of a merger, consolidation, acquisition or the sale of all or substantially all of the assets of the assigning party and WebExOne may assign its rights and delegate its obligations in whole or in part to an affiliate, provided that either party may terminate this agreement upon 10 days notice, if the assignee can be reasonably considered a competitor of the non-assigning party.

b. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California as applied to agreements entered into and to be performed entirely within California between California residents. The parties hereby submit to the jurisdiction of, and waive any venue objections against state and federal courts in Santa Clara County, California in any litigation arising out of the Agreement.

c. Interpretation and Conflicting Terms. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. WebExOne shall not be bound by terms additional to or different from those in this Agreement that appear in Your acknowledgements, purchase orders, quotations, prior understandings, or in any other communications between the parties, unless such terms are expressly agreed to by amendment to this Agreement, and are executed by both You and WebExOne.

d. Force Majeure. Except for Your obligation to pay for the Services rendered, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

e. Waivers. The waiver of any one breach, default or right granted under this Agreement will not constitute the waiver of any subsequent breach, default or right granted. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

f. Use of the Services. You may use the Services only for sessions or meetings in which You are an active participant, and as permitted under the terms and conditions of this Agreement or other written agreements between You and WebExOne. You may not resell, distribute, use on a timeshare or service bureau basis, or otherwise directly generate income from the Services. You will not modify, make derivative works of, disassemble, decompile or reverse engineer the Site, Services or any component thereof.

g. U.S. Export Law. You acknowledge that the Services are subject to U.S. export control laws and regulations. You represent that you are not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. You will not use, export or allow a third party to use or export the Services in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations.

17. REPRESENTATIONS OF SUBSCRIBING ORGANIZATION

By registering and accepting these Terms, the initial Site Administrator on behalf of the Subscribing Organization and all its Members, and each Member on its individual behalf, hereby represents and warrants to WebExOne that: a. s/he is the duly authorized Site Administrator or Member of the Subscribing Organization and has the authority and legal capacity to register and accept these Terms on behalf of the Subscribing Organization and to bind the Subscribing Organization thereto, and/or to register and accept the same on his/her own behalf and to be bound thereby; b. all Members are at least 18 years of age, or are at least thirteen (13) years of age and have parental permission to establish a Site and/or use and access the Services; c. (i) the Subscribing Organization and its Members are eligible to establish a Site and to become Members, (ii) the Subscribing Organization and its Members accept and agree to be bound by these Terms, and the Subscribing Organization will take all steps necessary to ensure that its Members so accept and are bound by the same, without limitation or qualification, and (iii) the Subscribing Organization and Members will regularly review these Terms, and in the event of any change, the Subscribing Organization's or Member's failure to promptly discontinue use of the Services and Site as provided in Section 4 hereof will be deemed to indicate the agreement of the Subscribing Organization, on its own behalf and on behalf of its Members, and of its Members to accept and be bound by such changes.

18. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to WebExOne, Inc., One Van de Graff Drive, Burlington, Massachusetts 01803 (USA); (781) 565-6000; email: lgriffin@WebExOne.com.

19. COPYRIGHT AND TRADEMARK INFORMATION

All trademarks, service marks and logos used in this Website are the property of their respective owners. All contents of this Website are the property of WebEx Communications, Inc., WebExOne, Inc. and/or its suppliers. Copyright © 1999-2005 WebEx Communications, Inc. All Rights Reserved.]

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EziaNews: Licence Agreement

Between

- (1) Bizezia Limited, company number 04017546 of CityCal House, 12 Bridge Road Business Park, Bridge Road, Haywards Heath, West Sussex, RH16 1TX ("Bizezia"); and
(2) *Your company details as provided on the Online Order Form* (the "Licensee")
-

Background

- (D) Bizezia owns the Intellectual Property Rights in EziaNews.
(E) The Licensee wishes to make EziaNews available on the Site.
(F) Bizezia and the Licensee have agreed that Bizezia shall provide the Licensee with online access to EziaNews and allow the Licensee to use EziaNews subject to the terms and conditions set out in this Licence.

Agreed Terms

1. Interpretation

1.1 In this Licence the following words shall have the following meanings:

Confidential Information means all information, whether technical or otherwise, where the information ought reasonably to be considered confidential given the nature of the information or the circumstances of its disclosure

Copyright Notice means the written notice to be displayed by the Licensee at the foot of an article appearing in EziaNews extracted by the Licensee for any purpose, thereby asserting Bizezia's ownership of all Intellectual Property rights therein

Delivery Date means the later of:

- c) 3 days after payment by the Licensee of the Initial Subscription; or
- d) 3 days after the Effective Date

Due Date means, in the case of the Initial Subscription, the Effective Date and in the case of the Renewal Subscription, the anniversary of the Effective Date

Effective Date means the date of this Licence

EziaNews means the compilation of news stories provided by Bizezia and accessible through the I-Frame on the Site to the Licensee in the form prescribed in this Licence

I-Frame means the electronic interface to appear on the Site, through which EziaNews is accessible

Initial Subscription means the sum payable to Bizezia by the Licensee for the initial 12 month period under the terms of this Licence

Intellectual Property Rights means, in relation to EziaNews, all intellectual property rights wherever in the world they arise, whether registered or unregistered (and including any pending applications), including but not limited to copyright, know-how, confidential information, trade secrets, business names and domain names, marks, design rights, database rights and all rights to bring actions for passing off

Licence Period means the initial period of 12 months from the Effective Date onwards and, subject to termination under the terms of this Licence, from year to year thereafter indefinitely

Permitted Use means use by the Licensee under the terms of Clause 2.2 hereof

Renewal Subscription means the sums payable by the Licensee to Bizezia for subsequent periods of 12 months after the initial 12 month period has expired

Site means the Licensee's website

Subscriptions means both the Initial Subscription and, subsequently, the Renewal Subscriptions together with any other fees payable under this Licence

Visitor means a visitor to the Site

1.2 In this Licence, words in the singular shall include the plural and those in the plural shall include the singular.

1.3 Clause and Schedule headings are for reference only and do not affect the interpretation of this Licence.

2. Rights Granted

2.1 Bizezia grants to the Licensee a non-exclusive licence to use EziaNews for the Permitted Use during the Licence Period in return for payment by the Licensee of the Subscriptions.

2.2 The Licence granted under Clause 2.1 permits the Licensee to provide access to EziaNews on the Site.

3. Rights Reserved

3.1 Bizezia shall retain full title to and ownership of all Intellectual Property Rights including but not limited to those embodied by or otherwise incorporated into EziaNews.

3.2 Notwithstanding anything else in this Licence, Bizezia retains all rights, titles and interests not expressly granted by this Licence.

4. Bizezia's Obligations

4.1 Bizezia shall provide the Licensee with an electronic link to EziaNews on the Site.

4.2 Bizezia will not provide hosting, management, advice or any support whatsoever for the Site.

5. The Licensee's Obligations

5.1 The Licensee shall obtain all equipment and ancillary software and services (including but not limited to telecommunications services) required to install, access and use EziaNews on the Site.

5.2 The Licensee shall pay all Subscriptions due under this Licence expeditiously and no later than the Due Date.

5.3 The Licensee shall not include all or any part of EziaNews on the Site without proper attribution to Bizezia.

5.4 The Licensee shall not promote EziaNews either on the Site or by any other promotional means without proper attribution to Bizezia.

5.5 The Licensee may not edit, update, enhance, change or in any way alter the text of EziaNews on the Site.

5.6 The Licensee is solely responsible for the hosting and management of the Site.

5.7 The Licensee may not sell EziaNews or any part thereof or provide access to it in any way for monetary reward.

6. Warranties

- 6.1 Each of the parties warrants to the other that it has the full power and authority required to enter into and perform this Licence.
- 6.2 Bizezia warrants to the Licensee that, to the best of its knowledge and belief, EziaNews:
- does not infringe any third party Intellectual Property Rights, property rights or rights of privacy;
 - does not violate any applicable law or regulation;
 - contains no material that is defamatory, trade libellous, unlawfully threatening or unlawfully harassing;
 - does not, to the best of Bizezia's knowledge, contain any viruses or other computer programming routines that are intended to damage or interfere maliciously with any system, data or personal information; and
 - is only a general guide and is not, nor is it intended to be, a fully comprehensive view of all business news or changes in the law.
- 6.3 Without limitation to the above, Bizezia does not warrant that EziaNews will meet the Licensee's requirements, nor that, subject to its obligations under Clause 4, the information contained in EziaNews is complete or accurate.
- 6.4 The Licensee warrants that it shall not use EziaNews in any way which:
- is or is likely to breach any applicable laws or regulations (including its own professional regulations) or violate the rights of Bizezia or any other person;
 - Bizezia, in its sole discretion, determines is objectionable or causes offence, either to itself or to another party; or
 - is defamatory, trade libellous, unlawfully threatening, unlawfully harassing or which Bizezia, in its sole discretion, determines is objectionable or causes offence.

7. Assignment

- 7.1 The Licensee may not assign, transfer or otherwise dispose of any rights granted to it under this Licence or use them on behalf of another business.
- 7.2 The Licensee may not sell, rent, sub-licence or lease EziaNews to any third party without the prior written consent of Bizezia.
- 7.3 Bizezia may assign or transfer in any way its rights under this licence without consent, provided that it gives the Licensee at least 1 month's prior notice of its intention to do so.

8. Term and Termination

- 8.1 This Licence shall commence on the Effective Date and, subject to termination under this Clause 8, continue for the Licence Period, unless terminated by either party by notice in writing to the other at least one month prior to any anniversary of the Effective Date.
- 8.2 Either party may terminate this Licence immediately on written notice to the other party if:
- that other party commits a material breach of any of its obligations under this Licence which, if capable of remedy, is not remedied within 7 days after the service of a written notice specifying the breach and requiring it to be remedied; or
 - that other party, or any part of that company involved in this Licence, ceases to trade, is unable to pay its debts, becomes subject to any insolvency proceedings, winding up petition, resolution or order, or enters administration, receivership, an arrangement or any other liquidation or analogous event.
- 8.3 Bizezia may at its sole discretion terminate, cancel, suspend, limit or discontinue all or any part of EziaNews or this Licence at any time if Bizezia believes that the Licensee is using or intends to use EziaNews in any way which is contrary to the Permitted Use or the terms of this Licence.
- 8.4 On termination of this Licence:
- all provisions of this Licence shall cease to have effect except that any provision which can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect; and
 - the Licensee shall, within 5 days after termination, remove reference to EziaNews from the Site.

9. Subscriptions and Payment

- 9.1 The Licensee shall pay the Initial Subscription to Bizezia on or before the Effective Date.
- 9.2 The Licensee shall pay the Renewal Subscriptions to Bizezia on each anniversary of the Effective Date.
- 9.3 All Subscriptions are payable to Bizezia in £GBP Sterling by credit or debit card or by such other method as Bizezia shall specify in writing to the Licensee.
- 9.4 Notwithstanding anything else in this Licence, if Bizezia does not receive payment of a Subscription due from the Licensee by the Due Date it may suspend or terminate this Licence and/or suspend or terminate access to EziaNews, in addition to any other rights of remedy it may have under this Licence or under applicable law.
- 9.5 If Bizezia does not receive payment by the Due Date it shall be entitled, but not obliged, to charge interest on any amounts unpaid at the rate of 5% over the base rate of HSBC Bank plc, up to the date of payment in full (before and after any judgment). Such interest shall accrue on a daily basis and be compounded quarterly.
- 9.6 The amount of the Initial Subscription for the first 12 months from the Commencement date is fixed at the price shown on the Bizezia website plus VAT, and the amount payable as Subscription for future periods shall be determined by Bizezia in its sole discretion, without prejudice to any right of either party to terminate under Clause 8.

10. Limitation of Liability

- 10.1 Bizezia's aggregate liability, whether for negligence, breach of contract, misrepresentation or otherwise under or in connection with EziaNews and/or this Licence, or in any way in connection to Bizezia's relationship with the Licensee, is limited to remedying the defect in EziaNews which gives rise to such liability. If Bizezia is unable to remedy the defect, such liability is limited to the amount of the Initial Subscription.
- 10.2 Under no circumstances will Bizezia be liable to the Licensee for any indirect or consequential losses or expenses, or for any loss of anticipated profits, savings, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims, or any similar loss howsoever caused, including by negligence.
- 10.3 Bizezia shall not be liable for any loss, damage, or liability of whatever nature which has arisen as a result of the interaction between EziaNews and any item supplied by a party other than Bizezia, or which, without prejudice to Clause 6.2(d), occurs as a result of a virus, computer program or programming error.
- 10.4 Bizezia shall not be liable for any 'down-time' during which EziaNews is unavailable due to a hosting, technical or internet error but it will use reasonable efforts to keep such disturbances to a minimum.

- 10.5 No provision of this Licence shall be taken as excluding or restricting liability for death or personal injury arising from Bizezia's negligence or for fraud or for any liability arising as a result of Bizezia's breach of Clause 6.1.
- 10.6 Clauses 10 and 11 survive termination of this Licence for whatever reason.

11. Confidentiality

11.1 Each party shall:

- a) protect the Confidential Information against unauthorised disclosure by using the same degree of care as it would take to preserve and safeguard its own Confidential Information of a similar nature, being at least a reasonable degree of care; and
- b) not use the other's Confidential Information other than for the performance and enjoyment of this Licence.

12. General Provisions

- 12.1 This Licence constitutes the entire agreement and understanding of the parties and supersedes any agreement between the parties made previously relating to the subject matter in this Licence.
- 12.2 This Licence is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. It is agreed that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.
- 12.3 Notices shall be delivered personally or sent by first class post (or air mail if overseas) to the address of the party set out in the Licence or as otherwise notified to the other party. Any notice will be deemed to be received immediately upon personal delivery or two days after posting (or five days after posting if by air mail).
- 12.4 Failure or delay to exercise a right or remedy does not constitute a waiver of that or any other right or remedy. If the Licensee breaches this agreement and Bizezia ignores that breach, Bizezia will still be entitled to use its rights and remedies at a later date or in any other situation where you breach this agreement.
- 12.5 For the purposes of this Licence any reference to a 'day' means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.
- 12.6 This Licence and any disputes or claims arising out of or in connection with its subject matter are governed by and shall be construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English Courts.

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