

Website and Portal Terms and Conditions of Use

(1) INTRODUCTION

These Website Terms and Conditions of Use (the “Terms of Use”) govern the use of our website at: www.ezpaye.co.uk and which shall be referred to as “our Website” throughout these Terms of Use.

The Website is the property of EZ PAYE Ltd and its licensors. By using our Website, you agree to be bound by these Terms of Use in full. If you disagree with these Terms of Use or any part of these Terms of Use, you must stop using the Website immediately.

You must be at least 18 years of age to use our Website. By using our Website and by agreeing to these Terms of Use you warrant and represent that you are at least 18 years of age.

Our Website uses cookies. By using our Website and agreeing to these Terms of Use, you consent to our use of cookies in accordance with the terms of our Privacy Policy.

(2) LICENSE TO USE WEBSITE

Unless otherwise stated, we (or our licensors) own the intellectual property rights in the Website and all text, images, audio material, video material and audio-visual material including, but not limited to, the structure, design and arrangement of such material on the Website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages or other content from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms of Use.

You must not:

- (a) republish material from our Website (including republication on another Website);
- (b) sell, rent or sub-license material from the Website;
- (c) show any material from the Website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our Website for a commercial purpose;
- (e) edit or otherwise modify any material on the Website; or
- (f) redistribute material from our Website, except for content specifically and expressly made available for redistribution.
- (g) Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

(3) ACCEPTABLE USE

You must not use our Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not attempt to undermine the security integrity of our Website, computing systems or networks or use, or misuse the Website in any way which may impair the functionality of the Website or other systems or impair the ability of any other user to use the Website.

You must not use our Website:

- to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- to transmit or send unsolicited commercial communications.
- for any purposes related to marketing without our express written consent.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Website without our express written consent.

You must not attempt to gain unauthorised access to any materials other than those which you have been given express permission to access or to the computer system on which the Website is hosted.

You must not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver or operate the Website except as is strictly necessary to use for normal operation.

(4) RESTRICTED ACCESS

Access to certain areas of our Website is restricted. We reserve the right to restrict access to other areas of our Website, or indeed our whole Website, at our discretion.

Customers who are entitled to access these restricted areas will be provided with a user ID and password to enable access. If you access restricted areas of our Website or other content or services, you must ensure that that user ID and password is kept confidential at all times. You must immediately notify us of any unauthorised use of your passwords or any other breach of security and we will reset your password and take other actions that we deem necessary to maintain or enhance the security of our system and your access to the Website.

We will determine your level of access and may disable your user ID and password in our sole discretion without notice or explanation. Access to these restricted areas is wholly dependent upon you meeting your financial obligations as set out in your Terms of Engagement with us.

(5) USER GENERATED CONTENT

In these Terms of Use, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our Website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party’s legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any user content to the Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our Website, or stored on our servers, or hosted or published upon our Website.

Notwithstanding our rights under these Terms of Use in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our Website.

(6) CONFIDENTIALITY

Unless the relevant party has the prior written consent of the other or unless required to do so by law, each party will preserve the confidentiality of any information exchanged through or by the Website. Neither party will, without the prior written consent of the other, disclose or make any confidential information available to any person, or use the same for its own benefit, other than as contemplated by these Terms of Use. Each party’s obligations under this clause will survive termination of these Terms of Use.

The provisions under this clause 6 shall not apply to information;

- Which is or becomes public knowledge other than by breach of this clause
- Is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
- Is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- Is independently developed without access to the confidential information.

(7) LIMITED WARRANTIES

We do not warrant the completeness or accuracy of the information published on our Website; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up-to-date.

Whilst we intend that the Website should be available 24 hours a day, seven days a week, it is possible that on occasions that the Website may be unavailable to permit maintenance or other development activity to take place. If for any reason we have to interrupt use of the Website for longer periods than we would normally expect, we will use reasonable endeavours to public in advance details of such activity on the Website.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to our Website and the use of our Website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

(8) LIMITATIONS AND EXCLUSIONS OF LIABILITY

Nothing in these Terms of Use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these Terms of Use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the Terms of Use or in relation to the subject matter of the Terms of Use, including liabilities arising in contract and/or in tort.

To the extent that the Website and the information and services on the Website are provided free-of-charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software or for any special, indirect or consequential loss or damage.

You accept that we have an interest in limiting the personal liability of our officers and employees. You agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the Website or these Terms of Use (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers).

(9) INDEMNITY

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

(10) BREACHES OF THESE TERMS OF USE

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

(11) VARIATION

We may revise these Terms of Use from time-to-time. Revised Terms of Use will apply to the use of our Website from the date of the publication of the revised Terms of Use on our Website. Please check this page regularly to ensure you are familiar with the current version.

(12) ASSIGNMENT

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms of Use without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms of Use.

(13) SEVERABILITY

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

(14) EXCLUSION OF THIRD PARTY RIGHTS

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

(15) PRIVACY

We maintain a Privacy Policy that sets out the parties' obligations in respect of personal information. You can read our Privacy Policy on our website.

(16) ENTIRE AGREEMENT

These Terms of Use, together with our Privacy Policy, constitute the entire agreement between you and us in relation to your use of our Website, and supersede all previous agreements in respect of your use of our Website.

(17) LAW AND JURISDICTION

These Terms of Use will be governed by and construed in accordance with the laws of England and Wales, and any disputes relating to these Terms of Use will be subject to the exclusive jurisdiction of the courts of England and Wales.

(18) OUR DETAILS

The full name of our company is EZ PAYE Ltd. We are registered in England and Wales under Company registration number 13192511. Our registered address is 5th Floor, Hampton By Hilton, 42-50 Kimpton Road, Luton, Bedfordshire, England, LU2 0FP