

go-books Mondial Ltd Terms and conditions

These are the only terms and conditions under which we are willing to provide services to subscribers. By making your first subscription payment you agree to be bound by these terms and by making subsequent payments you agree to be bound by the terms as currently published on our web site or attached to or printed on the reverse of our invoices.

We are: go-books Mondial Ltd a company registered in England, registered Number: 5894796 You are: any subscriber

These definitions apply unless the context requires a different interpretation:

"Confidential Information" means all information about the parties to this agreement but does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course of business so far as that information is disclosed in those circumstances. It includes among other things: information about staff, their personal contact information and businesses, methods of doing business, future plans, policies, suppliers, distributors and customers. It includes information about the intellectual property.

"Intellectual Property" means intellectual property of every sort that is belonging to us, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions.

"Services" means access to go-books web based accounting and/or collaboration system.

"Subscription Price" means the price as mentioned in the engagement letter for access to the services and includes any change in them subject to the terms of this agreement.

The terms and conditions:

1 Basis of agreement

1.1 Subject to your timely payment of the subscription price and further subject to the terms set out in this document we agree to provide you the services. 1.2 The information on our web site is to be treated in law as an invitation to you to make an offer, and not itself an offer. Accordingly, there is no agreement between us until we have accepted you as a client or customer by confirmation by letter or e-mail. 1.3 We reserve the right to increase the subscription price at any time but subject to the terms of this agreement. You agree to our unrestricted right of disallowing you from any access to the services as per our sole discretion without giving any explanation. 1.4 You agree to comply with the acceptable use policy set out from time to time on our web site or as notified to you from time to time by email.

2 Identification of the Service

You acknowledge that: 2.1 You subscribe as a business and not as a consumer; 2.2 you understand exactly what is included in the services; 2.3 you are satisfied that the services are suitable and satisfactory for your requirements; 2.4 in entering into this agreement you have not relied on any representation or information from any source except that which has been given to you in our engagement letter signed by a director of go-books Mondial Ltd. 2.5 we may make improvements or changes to the web site, the content, or to any of the services described on the web site, at any time and without notice to you.

3 Increase in the Subscription Price

We reserve the right to increase the subscription price at any time on giving you a 3 months notice of such increase by email.

4 Payment and value added tax

You agree to pay the subscription price for the services by standing order to your bank by the due date. The due date is the commencement of the subscription period and in case of any changed subscription price, within 30 days of the invoice date, together with value added tax if applicable at the then current rate. You agree to indemnify us should there be an inaccurate representation or if for any other reason value added tax has not been charged to your subscription invoice or other invoices where it should have been charged.

5 Late payments

5.1 You acknowledge that if any subscription payment or payment for renewal of an agreement is not received by us by the day on which it is due we may suspend the services and / or terminate this agreement at our sole discretion. 5.2 We may choose not to terminate the agreement if you make an additional payment to us to cover the disruption caused by your late payment. This payment is: 5.2.1 if you have not paid by the 14th day following the due date, the additional payment is 50% of the monthly or equivalent monthly subscription; 5.2.2 if you have not paid by the 28th day following the due date, the additional payment is 100% of the monthly subscription or equivalent monthly subscription; 5.2.3 if you have not paid by the 14th day of the following month your account will be closed and services will be discontinued

6 Termination and effect of termination

6.1 In addition to any other grounds of termination as contained herein, this agreement can be terminated upon either of us giving the other six month's notice in writing addressed by post to the last known land address or by email to the last known email address of the other of us. For this and all purposes in connection with this agreement, our addresses are as shown on our latest invoices. 6.2 If you communicate to terminate this agreement, you agree to provide us full information to enable us to identify you and that you have proper authority to terminate this agreement. 6.3 The agreement may also terminate when we terminate it, without notice, on account of your failure to comply with any of the terms of this agreement. 6.4 If this agreement is terminated by closing your account on the ground of non-payment as and when it becomes due or because you have for any reason failed to give us notice of termination you now agree to pay us: 6.4.1 all of the subscription price for the services to the end of the six months notice period of termination, whenever that is; 6.4.2 The six months notice period will commence at the beginning of the first month for which the subscription was not paid 6.5 You are not entitled to any refund if: 6.5.1 you terminate this agreement earlier than the contracted date, or 6.5.2 we terminate this agreement because you have failed to comply with any of these terms.

7 Interruption to the Services

7.1 If it is necessary for us to interrupt the services, we will give you reasonable notice where this is possible and when we judge the down time is such as to justify telling you. 7.2 You acknowledge that the services may also be interrupted for many reasons beyond our control. 7.3 You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the services.

8 Technical support

We will provide technical support within the areas of our expertise 24 hours a day for seven days a week, except during public holidays. We do not guarantee to provide any particular support nor that our support will be adequate for your requirements. The support will consist of maintenance of the functioning of our server(s) so that our site is live as nearly as possible continuously to the extent we can reasonably ensure.

9 Intellectual Property ownership

9.1 Our use of any intellectual property belonging to us or to any third party as part of the services shall not operate to transfer any right to you permanently. 9.2 If we assign to you a username and password the right to use them shall belong only to you. 9.3 We reserve the right to change or remove any username and password in our sole discretion. You agree that you will not violate nor allow any other person to violate or to covenant with other person, whether directly or indirectly to do anything that adversely affects or mitigates our right on the intellectual property. 9.4 You further agree to report to us any actual or apprehended violation of any intellectual property right by any third person and to cooperate with us as may be required in this respect.

10 Confidentiality

We are both aware that in the course of business, we will each have access to and be entrusted with information in respect of the business and operation of the other and their dealings, transactions and affairs, and/or any and all other proprietary information belonging to the other relating to his business or businesses and/or related affairs, all of which information (written, oral or otherwise) is or may be confidential. Accordingly, you and we hereby undertake for us and every employee or sub-contractor whose services we may use both during and after completion of this agreement: 10.1 that neither of the parties to this agreement nor their employees or sub-contractors will divulge to any person whatever or otherwise make use of (and shall use their best endeavours to prevent the publication or disclosure of) any trade secret or confidential information. 10.2 that both of us shall make all of our employees or sub-contractors aware of the confidentiality of information and the provisions of this paragraph and to take all such steps as shall from time to time be necessary to ensure compliance with these provisions.

11 System and network security

11.1 You agree that you will not, and you will not allow any other person to, violate or attempt to violate any aspect of the security of our systems. 11.2 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution. 11.3 Examples of violations are: 11.3.1 accessing data unlawfully or without consent; 11.3.2 attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; 11.3.3 attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing"; 11.3.4 taking any action in order to obtain services to which you are not entitled.

12 Storage of data

12.1 You, hereby, authorise us to hold your information for the purposes listed in paragraph 13.3 until requested in writing by you to delete the same. 12.2 Subject to paragraph 12.1, we assume no responsibility for the deletion or failure to store, deliver or timely delivery of any requested information.

13 Privacy policy

13.1 We are extremely concerned to protect your privacy and confidentiality. We understand that all users of our services are quite rightly concerned to know that their data will not be used for any purpose unintended by them, and will not fall into the hands of a third party. We try our best to acquire your information safely and securely online and store securely on our web servers. 13.2 We take no responsibility if information is unlawfully obtained by hackers and snoopers. Except as set out below, we do not share, or sell, or disclose to a third party, any personally identifiable information collected at this site. 13.3 This information is not used for marketing purposes of any sort. While providing your personal data, which might be sensitive personal data, you hereby agree that you consent to our holding it for the duration until expressly refused in writing. The information can be used: 13.3.1 to provide you with the services which you request; 13.3.2 to maintain our data base; 13.3.3 to enable us to answer your queries; 13.3.4 for verifying your identity for security purposes; 13.3.5 to help make our web site more useful; 13.3.6 for accounting research; 13.4 You agree that we may disclose your information including assigned used numbers, pass word, account history, account use, etc. to any judicial or proper legal authority who makes a written request without further consent or notification to you. 13.5 We may require more information from you regarding a particular query and you agree that we may e-mail or call you in this regard.

14 No duty to monitor

14.1 We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police internet-related accounting activities. 14.2 Our web site may contain advertisements by third parties and these advertisements may contain links to other internet web sites. We have neither power nor control over any such web site(s). You acknowledge and agree that we shall not be liable in any way for the content of any such linked web site, nor for any loss or damage arising from your use of any such web site or the product advertised therein. We are under no obligation to monitor, vet, and check or approve any such material. The use of such web site(s) and its contents are at your own risk

15 Violation of these terms

15.1 You agree at all times to comply with these terms. 15.2 If in our absolute discretion we think that you have violated these terms, we shall notify you of this by letter or email. We may suspend service to you pending further investigation. 15.3 If within 12 months of the first violation, you commit a second violation whether in a similar or different way then we will terminate part or all of the services without notice. 15.4 In any case we may suspend all the services without notice if we reasonably believe the circumstances justify this to protect others or ourselves or to comply with any law. In making the decision to suspend we are not obliged to consider the cost or damage to you that may be caused by suspension of the services to you. 15.5 Money will not be refunded to you in respect of any period during which services are suspended.

16 Your contact details

You undertake to provide to us your current land address, email address, fax and telephone numbers as often as they are changed.

17 Limitation of liability

17.1 We give no warranty in connection with the services. 17.2 We do not represent that the services are suitable for your use. 17.3 We are the provider of an accounting system and not accounting services. We do not incur any liability on giving you any additional support such as preparation of accounts, tax returns, VAT returns, payrolls and any other assistance or advice of any kind. We are not providing services as accountants. 17.4 You have not relied on us as "experts" in any area. 17.5 You agree that in entering into this agreement you have not relied on any representation or other information except the services described herein. 17.6 We accept no responsibility for: 17.6.1 any malfunction in hardware used by you; 17.6.2 any server related malfunction, or complete break down therein, or for other internet problems etc 17.6.3 any firewall provision not specified in the services; 17.6.4 any malfunction in any software whether used by you or by us; 17.6.5 any aspect whatever of the content of your web site. 17.7 You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 6 months period. 17.8 We shall not be liable to you for loss of profits, goodwill, or any type of special indirect, or consequential loss (including loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or we had been advised of the possibility of your incurring it.

18 Indemnity

You agree to indemnify us against all costs claims and expense arising directly or indirectly from: 18.1 your failure to comply with the law of any country; 18.2 a breach of the intellectual property rights of any person; 18.3 your failure to comply with these terms resulting in any direct or indirect loss to us; 18.4 any action taken by any third party in relation to our web site due to the use of our services in violation with our instructions; 18.5 any use of our web site for a purpose forbidden by this agreement; 18.6 and for the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £100 per hour without further proof.

19 Force majeure

Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including acts of God, fire, natural disaster, war or military hostilities and strikes of its own employees, and in such a situation: 19.1 Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of force majeure such notice to contain details of the circumstances giving rise to it. 19.2 If a default due to force majeure continues for more than 6 weeks then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of force majeure.

20 Successors to the agreement

20.1 The benefit and obligations of this agreement shall be binding on any successor in title. 20.2 You will not be entitled to assign this agreement nor all or any of your rights and obligations hereunder without our prior written consent.

21 Dispute Resolution

In the event of a dispute arising out of or in connection with these terms and which has not been resolved following discussions and negotiations between a person or persons appointed or authorised by us then you undertake to attempt to settle the dispute by engaging in good faith with the us in a process of mediation before commencing arbitration or litigation.

22 Waiver

Failure by us to enforce at any time or for any period any one or more of these terms shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

23 Jurisdiction

This agreement shall be interpreted according to the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.