

# Venpos Cloud Terms and Conditions

Date of last revision: 21<sup>st</sup> May 2019

**THESE TERMS AND CONDITIONS APPLY TO YOUR USE OF THIS WEBSITE AND OUR VENPOS CLOUD SERVICE SO PLEASE TAKE THE TIME TO READ THEM**

## 1. Introduction

- 1.1 We are Vennersys Limited, a company registered in England (company number 04616266). Our business is based in England and our registered office is Pinder House, 249 Upper Third Street, Milton Keynes, MK9 1DS. Our VAT registration number is 358526526.
- 1.2 We are a leading provider of ticketing, electronic point of sale and online services for visitor attractions and events. Our website at [vennersys.co.uk](http://vennersys.co.uk) and [venpos.net](http://venpos.net) (**Website**) is provided for the benefit of customers interested in, or subscribed to use, our Venpos Cloud service (**Service**).
- 1.3 These terms and conditions set out our commitment to you and your commitment to us in respect of your use of the Website and the Service. If you wish to subscribe to use the Service then we require you to accept these terms and conditions as part of the subscription process. If you use the Website without subscribing to the Service then these terms and conditions will still apply to your use.

## THE SERVICE

## 2. The Service

- 2.1 The Service is an online solution for visitor attractions and events that comprises a number of integrated services and features, including:
  - (a) an e-commerce platform for online and off-line ticket and merchandise sales;
  - (b) a suite of online back office tools for (i) managing memberships, gift aid, bookings, customer relationships, e-marketing campaigns events and stock; and (ii) monitoring and reporting sales, admissions and other activity through our sophisticated dashboards; and
  - (c) the supply of electronic point of sale (**EPOS**) equipment and related software, installation and support services.
- 2.2 Further details of the services and features that are available as part of the Service may be found on the Website.

## 3. Subscribing to the Service

- 3.1 To access most parts of the Website and to use the Service you must first complete a subscription to the Service. You may subscribe to the Service at any time by following the online subscription process. In some cases, the subscription process may be completed offline by a member of our customer support team.
- 3.2 As part of the subscription process you will be asked to provide information such as your organisation name, business address and contact details (including a business email address). All fields marked as being mandatory must be completed.
- 3.3 You will also be asked to choose from a number of different subscription options depending on the services and features that you would like to receive as part of the Service. The features of each subscription option will be explained as part of the subscription process.
- 3.4 As part of the subscription process, you will be asked to confirm that you accept and agree to be bound by these terms and conditions. You may not subscribe to or use the Service if you do not accept these terms and conditions.

- 3.5 By completing the subscription process:
- (a) you represent and warrant to us that: (i) you are subscribing to use the Website and the Service in the course of your business; and (ii) all of the information that you have provided as part of the subscription process is complete, accurate and up to date; and
  - (b) the person that completes the subscription process on your behalf represents and warrants to us that he/she: (i) is authorised to act for you for the purposes of making your application to subscribe to the Service; and (ii) has the capacity to understand and accept these terms and conditions on your behalf.
- 3.6 Where you have completed the online subscription process, we will send you a confirmation in writing (which may be by email) confirming receipt of your order and, where we accept your order, confirming your subscription to the Service and the services and features that will apply to your subscription (**Subscription Confirmation**).
- 3.7 Where you ask us, and we agree, to complete the subscription process for you, based on the requirements that you have told us, then the subscription process will be completed for you offline by a member of our customer support team. Once we have completed the subscription process for you, we will send you a Subscription Confirmation.
- 3.8 In all cases, the subscription process is complete, and a contract is formed between you and us for the provision of the Service, at the time that we send you a Subscription Confirmation.
- 3.9 You may subscribe to the Service for one or more subscription periods of 12 months (each such period a **Subscription Period**). Your first Subscription Period will start on the date on which a contract is formed between you and us for the provision of the Service and your subscription will automatically renew for further Subscription Periods until terminated in accordance with paragraph 19.
- 3.10 Please note that our provision of the Service to you will not start until you have paid to us the first instalment of the subscription fee for your first Subscription Period in accordance with paragraph 9.
4. **Your accounts**
- 4.1 Once you have completed the subscription process, we will activate an online master account for you on the Website (**Master Account**). You may use your Master Account to manage your subscription and use the online parts of the Service. You may also use your Master Account to set up individual user accounts with different permissions for your personnel (**User Accounts**).
- 4.2 We will provide you with a username and password for your Master Account and each User Account. You must keep usernames and passwords secure at all times and ensure that they are not disclosed to any person other than those persons authorised by you to access your Master Account and each User Account for the purpose of managing your subscription and using the online parts of the Service. Passwords may be changed at any time by using the password change facility on the Website.
- 4.3 You are responsible for all consequences arising from the use or misuse of (i) usernames and passwords; and (ii) your Master Account and each User Account. In particular, you acknowledge and understand that instructions and actions transmitted to us via your Master Account or any User Account will be deemed to have originated from you.
- 4.4 You must inform us immediately if you become aware or suspect that the username and/or password for your Master Account or any User Account is known by any unauthorised person so that we can take appropriate action to prevent the misuse of such information.
5. **Changing your subscription**
- 5.1 You may upgrade your subscription by switching to a more expensive subscription option at any time via your Master Account or by contacting our customer support team.

- 5.2 If you choose to upgrade your subscription during a Subscription Period, we will charge you the additional subscription fee applicable to your upgraded subscription option, pro-rated according to the number of days remaining in your then current Subscription Period. If you choose to upgrade your subscription when you renew your subscription, we will charge you the full subscription fee applicable to your upgraded subscription for the new Subscription Period.
- 5.3 You may downgrade your subscription via your Master Account or by contacting our customer support team. If you choose to downgrade your subscription, your downgrade will take effect at the end of your current Subscription Period and you will not be entitled to any refund of the subscription fee that you have paid to us for your current Subscription Period.
- 5.4 Where you choose to upgrade or downgrade your subscription, we will send you an updated Subscription Confirmation at the time that you upgrade or downgrade setting out the services and features that will apply to your upgraded or downgraded subscription.

## 6. **Training services**

We may offer to provide training to you and your personnel on how to use the Service. Training services are not included in your subscription and are provided for an additional fee. Details of the training services that we offer are available on request.

## EPOS EQUIPMENT, INSTALLATION AND SUPPORT

### 7. **EPOS equipment and installation**

- 7.1 If you wish to use the Service for off-line ticket and merchandise sales (such as face-to-face sales at your venues) then you will need to purchase EPOS equipment from us (which comes pre-installed with our EPOS software) to enable us to support those off-line sales using the Service.
- 7.2 We offer for sale a range of EPOS equipment for use in connection with the Service. We may also be able to install EPOS equipment at your site in certain circumstances. Details of the EPOS equipment and installation services we offer are available on request.
- 7.3 You may order EPOS equipment as part of the subscription process or at any time during your subscription by contacting our customer support team.
- 7.4 Once we have approved your order, we will send you a confirmation in writing (which may be by email) confirming our acceptance of your order (**Order Confirmation**). A contract for the sale and installation (as applicable) of EPOS equipment is made between you and us at the time that we send you an Order Confirmation.
- 7.5 We will contact you with an estimated delivery or installation date and will keep you informed of any anticipated changes to the delivery or installation date. We do not guarantee that EPOS equipment will be delivered or installed on any particular day.
- 7.6 You are responsible for EPOS equipment from the time that it is delivered to the delivery address you gave us when you placed your order. This includes situations where we are installing the equipment.
- 7.7 You own the EPOS equipment once we have received payment in full for the EPOS equipment and any applicable delivery and/or installation charges.
- 7.8 We are not the manufacturer of the EPOS equipment and, to the extent permitted by applicable law, we sell the EPOS equipment to you "as is". Some of the EPOS equipment we sell to you comes with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the EPOS equipment.
- 7.9 Vennersys accepts no liability whatsoever for any service issuing arising due to failure or incompatibility of any kind of hardware that was not provided by Vennersys. It is up to the User to ensure any hardware that is not being supplied by Vennersys is maintained and appropriate to ensure sufficient running of the system.

Any additional work that is required by Vennersys to assist with issues caused by failure or incompatible hardware is chargeable at our standard rates.

## 8. EPOS software and support

- 8.1 The EPOS equipment that we provide comes with our EPOS software pre-installed on it to enable you to use it in connection with the Service.
- 8.2 In order to use EPOS equipment in connection with the Service, you must select a subscription option that includes support for the number of EPOS terminals that you wish to use. You may upgrade your subscription to include support for additional EPOS terminals at any time (see paragraphs 5.1 and 5.2 above).
- 8.3 You may only use the EPOS software in connection with the Service for the duration of, and in accordance with the terms of, your subscription. You may not use the EPOS software for any other purpose. In particular, you must not attempt to copy, modify, decompile or transmit the EPOS software in any form or by any means.

## FEES AND PAYMENT

### 9. Fees and payment

- 9.1 On the acceptance of order a deposit will become due to commence the implementation process. The acceptance deposit payment is non-refundable, we further reserve the right to charge additional fee's incurred during the implementation process if the agreement is subsequently cancelled by the client.
- 9.2 We charge a fixed yearly subscription fee for the Service for each Subscription Period. The fee payable by you is dependent on the type of subscription that you have chosen. We also charge a transaction fee on each transaction carried out using the Service. Details of the current yearly subscription fees and transaction fees are available on request.
- 9.3 For each Subscription Period, the yearly subscription fee is payable in advance either (i) in full before the start of the Subscription Period; or (ii) in 12 equal monthly instalments via Direct Debit during the Subscription Period, depending on your chosen subscription option. When you first subscribe to the Service, you must pay us the first instalment of your yearly subscription fee in full in advance before we will start the provision of the Service to you. Transaction fees are payable monthly in arrears via Direct Debit.
- 9.4 In addition to your yearly subscription fee and transaction fees, we will also charge you (i) the price of any EPOS equipment that you order; and (ii) a one-off fee for any installation or training services that we agree to provide. We will invoice you for any such amounts at the time that your order is confirmed and you shall pay the amount set out in the invoice within 30 days of the date of the invoice.
- 9.5 All fees and any other payments payable under or in connection with these terms and conditions are, unless stated otherwise, exclusive of VAT and are subject to the addition of VAT (if applicable) at the appropriate rate.
- 9.6 If any of our fees are not paid by you by the date payment is due, we reserve the right (without prejudice to any other rights that we may have at law and/or under these terms and conditions) to:
- (a) suspend provision of the Service from the due date until the date that all outstanding fees are paid in full; and
  - (b) charge interest on the unpaid sum at an annual rate of 4 per cent above the base-lending rate of Barclays Bank plc from time to time in England which interest shall accrue on a daily basis from the due date to the date of payment of the outstanding amount in full.
- 9.7 We may from time to time change the fees for the Service. Any changes to your yearly subscription fee or transaction fees will only apply to you when you renew your subscription for a further Subscription Period or upgrade your subscription. We will advise you of any change to the yearly

subscription fee or transaction fees (i) at least 90 days before the start of the Subscription Period; or (ii) at the time that you upgrade your subscription.

## USING THE WEBSITE AND THE SERVICE

### 10. Access via the internet

- 10.1 The Website and the online parts of the Service are accessed via the internet. You are responsible for providing suitable computers or mobile devices to access and use the Website and our Service and for any telecommunications costs you incur in connection with your use. Please note that the quality of your computers or mobile devices and the quality of your connection will affect your use of the Website and the Service (for example, the Website may seem slow if you have a poor connection).
- 10.2 Vennersys recommends that clients adhere to Payment Card Industry standards (PCI DSS), EPOS equipment is placed on a separate physical network to any Wi-Fi or shared network and should have an independent internet connection, Vennersys are not responsible for any service issues where equipment is not maintained, software updates and antivirus updates not performed, or network issues occur due to traffic bandwidth usage.
- 10.3 You should also check that your computers and mobile devices have suitable protection, such as virus protection. We are not responsible for any computer virus or other malicious software that affects your computers, mobile devices or data as a result of your use of the Website or our Service or the downloading of any materials from the Website.
- 10.4 Vennersys are not responsible for maintaining EPOS equipment other than updates for the Venpos cloud application, clients should ensure updates for the O/S, Antivirus or other client software are performed in line with PCI-DSS requirements, it is recommended to install O/S updates at least monthly. If requests are made to complete updates other than Venpos cloud application updates, e.g. Windows, these will be chargeable at our standard man day rate

### 11. Your obligations

Details of the things you need to do in order to be able to use the Service and for us to be able to provide the Service to you properly are set out in these terms and conditions and [here](#) and you must comply with any such requirements at all times.

### 12. Your use of the Website and the Service

- 12.1 You may only use the Website and the Service for the purpose of administering and managing your own visitor attraction or events business. You must not (i) resell or otherwise provide the Service to any other person; (ii) interfere with the Service or attempt to gain access to any part of the Website or other related systems or networks to which access is restricted; (iii) attempt to copy, modify or reverse engineer the Website or any part of the Service; or (iv) access or use the Service (or permit any other person to access or use the Service) for the purpose of monitoring the availability, performance or functionality of the Website or the Service or for any other benchmarking or competitive purposes.
- 12.2 We do not allow any illegal activities to take place on the Website or through the use of our Service. You agree to use the Website and our Service for lawful purposes only and in a manner which is consistent with any and all applicable laws and regulations in the country in which you access the Website. Your use of the Website must not infringe the rights of, or restrict or inhibit the use and enjoyment of the Website by, any other person.
- 12.3 You must not use the Website or the Service to send unsolicited or unauthorised advertising, such as "junk mail", "spam", "chain letters" or "pyramid schemes", and you agree not to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or the Service.
- 12.4 You may not use the Website or the Service to store, publish, post, disseminate or distribute: (i) any inaccurate, misleading, defamatory, obscene, pornographic, abusive, offensive or unlawful material; (ii) any material that is in breach of any intellectual property or other right of a third party; or (iii) software that could or is designed to harm people's electronic devices, software or websites.

13. **Information**

- 13.1 Although we take pride in the Website and aim to keep it up to date, please note that information we post may, at times, be incomplete, out of date or inaccurate. If you wish to rely on any information we post then we recommend that first you confirm with us that the information you wish to rely on is correct. If there is any conflict between the information found on the Website, other information that we provide to you about the Service from time to time and these terms and conditions then these terms and conditions shall prevail. The content of the Website is subject to change at any time.
- 13.2 We rely on the information you provide to us, particularly the information you give us as part of the subscription process and through your Master Account. It is your responsibility to keep us informed of any changes to this information and to ensure that it is accurate and kept up to date. Details of how to do this can be found in your Master Account.

14. **Content**

You may not distribute, disseminate, show in public or create any derivative works of any materials that are not yours that you find on, or copy or download from, the Website.

15. **Links**

- 15.1 Where we provide hypertext links to third party websites or contacts we do so for information purposes only. We are not responsible for any products, services or materials found on linked third party websites. You use such links entirely at your own risk and we accept no responsibility for the content or use of such websites or for the information contained on such websites (including any website through which you may have gained access to the Website).
- 15.2 Instructions on how to link or frame the Website for the purpose of using the Service for your online ticket and merchandise sales are set out on the Website and are also available on request from our customer support team. You may not otherwise link to or frame the Website without our written permission.

16. **Availability**

Our aim is to make the Website and the Service available for use at all times, but we cannot, and do not, guarantee availability either generally or at any particular time. There will be times when the Website and the Service are unavailable to you. Such unavailability may be planned (for example, where we are carrying out planned maintenance or upgrades) or unplanned (for example, where there is a hardware or software failure). You acknowledge and understand that you will not be able to use the Website and the Service when they are unavailable. We will try to keep unavailability to a minimum, but we accept no liability for any loss or damage you may suffer as a result of the Website and/or the Service being unavailable. We reserve the right to add to or change the Website at any time without notice or explanation and without incurring any liability to you.

17. **Data processing**

- 17.1 In providing the Service to you, we will collect and process (including storing) personal data on your behalf, as your processor. The personal data we process will be personal data of your customers, employees and contractors and will consist of their [name, address, email address, telephone number and payment details<sup>1</sup>] together with other types of personal data that you provide to us whilst using the Service. We shall process personal data as your processor for the duration of your subscription to the Service.
- 17.2 Where we process personal data on your behalf:
- (a) subject to paragraph 17.2(b), we shall do so only:
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- (i) as part of the provision of the Service to you or performance of our obligations under these terms and conditions; and
  - (ii) in accordance with any additional written instructions you give to us from time to time, including with regard to transfers of personal data outside of the European Economic Area;
- (b) we may process the personal data to the extent necessary to comply with any law to which we are subject. Where we do this and it is contrary to your written instructions as described in paragraph 17.2(a), we will inform you of our legal requirement to process the personal data before processing the personal data (unless prohibited from doing so by applicable law);
  - (c) we shall immediately inform you if, in our opinion, an instruction from you infringes any applicable data protection laws;
  - (d) we shall ensure that all persons authorised by us to process the personal data on your behalf are under an appropriate contractual or other legal obligation of confidentiality in respect of the personal data;
  - (e) taking into account the nature of the processing, we shall implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data;
  - (f) taking into account the nature of the processing activities we undertake for you and the information available to us, we shall assist you, in respect of the personal data we process on your behalf, in complying with your obligations at law as a controller in relation to ensuring an appropriate level of security, notifying and communicating personal data breaches, conducting data protection impact assessments and responding to requests from data subjects to exercise their legal rights in relation to their personal data;
  - (g) we shall, at your option and to the extent technically possible, delete or return to you all the personal data on termination of your subscription to the Service and delete any other existing copies of the personal data we hold except to the extent that we are required to retain such copies by applicable law; and
  - (h) we shall, upon reasonable notice, make available to you all information necessary to demonstrate our compliance with the obligations imposed on us in paragraphs 17.1 to 17.3 of these terms and conditions.
- 17.3 You agree that we may engage third party processors to process personal data on your behalf as part of the Service. A list of the current processors we use can be found [here](#). Where we engage an additional or replacement third party processor to process personal data on your behalf we will notify you of the change before the processing starts. If you object to our use of any third party processor then we may terminate your subscription to the Service by giving you at least 7 days' notice of such termination by e-mail or post. We will enter into a contract with each third party processor that we use to process personal data on your behalf that imposes on the processor obligations that are the same as, or more onerous than, the obligations imposed on us in paragraphs 17.1 to 17.3. We will remain liable to you, in accordance with these terms and conditions, for the performance of our third party processors.
- 17.4 You shall comply with your obligations as a controller under applicable data protection laws and you shall ensure that we may lawfully, fairly and transparently process personal data on your behalf in accordance with these terms and conditions.
- 17.5 We store certain electronic data for you as part of the Service. The storage facilities we use are designed to be secure and appropriate technical and organisational measures are taken against unauthorised or unlawful processing of the personal data we process on your behalf and against accidental loss or destruction of, or damage to, such personal data; but no facility can guarantee protection either in terms of unauthorised access or loss of or damage to information. To the extent permitted by law, we are not responsible for any loss of, access to, deletion or alteration of, any data that we store for you as part of the Service.

## SUSPENSION AND TERMINATION

### 18. Suspension

We may suspend provision of the Service to you during any period that you are in breach of these terms and conditions.

### 19. Termination

19.1 You may terminate your subscription to the Service at the end of your current Subscription Period by giving us at least 180 days' notice of such termination by e-mail or post.

19.2 We may terminate your subscription to the Service at the end of your current Subscription Period by giving you at least 180 days' notice of such termination by e-mail or post.

19.3 We may terminate your subscription to the Service with immediate effect by giving you notice of such termination by email or post if:

- (a) you fail to pay us on time for any amount you owe us under these terms and conditions;
- (b) you commit any material or repeated breach of these terms and conditions and either that breach is not capable of remedy, or, if capable of remedy, you fail to remedy the breach within 14 days from the date we notify you of it;
- (c) you convene a meeting of your creditors or a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 with your creditors or a proposal is made for any other composition scheme or arrangement with (or assignment for the benefit of) your creditors or if you are unable to pay your debts within the meaning of Section 123(1)(e) of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of your business or assets or if a petition is presented (and not discharged within 30 days) or a meeting is convened for the purpose of considering a resolution or other steps are taken for your winding up or for the making of an administration order (otherwise than for the purpose of any non-insolvent amalgamation or reconstruction) or you cease to carry on business as a going concern or cease to be in a position to fulfil your obligations under these terms and conditions or you suffer any event in a foreign jurisdiction analogous to or comparable with any of the foregoing; or
- (d) we decide to close the Website or to cease providing the Service.

19.4 Please note that:

- (a) all yearly subscription fees paid prior to the date of termination of your subscription are non-refundable; and
- (b) you remain liable to pay us any part of the yearly subscription fee for the Subscription Period in which your subscription is terminated that remains outstanding as at the date of termination of your subscription and you must pay us any such outstanding amount, together with any outstanding transaction fees and other fees, in full within seven days of the date of termination.

19.5 Any termination of your subscription shall not prejudice or affect any right of action or remedy which shall have accrued up to the date of termination.

19.6 We will cease to provide the Service to you, and you will not be able to access your Master Account or any User Accounts, from the date of termination.

19.7 Paragraphs 9 and 19 to 32 (inclusive) of these terms and conditions shall survive termination of your subscription and shall continue to apply as shall any other provision which by its nature is intended to survive termination of your subscription.



**20. Limitations on liability**

- 20.1 Nothing in these terms and conditions shall exclude or limit our liability for: (i) death or personal injury arising from our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be limited or excluded by law. This provision overrides all other provisions of these terms and conditions.
- 20.2 The warranties, conditions and terms set out in these terms and conditions are in lieu of all other conditions, warranties or terms which might but for this paragraph be implied or incorporated into any dealings between you and us in respect of the Service (including the sale and installation of EPOS equipment) or your use of the Website by statute, common law or otherwise, all of which are excluded to the extent permitted by applicable law.
- 20.3 We shall not be liable to you under any statute or in contract, tort (including negligence) or otherwise for any failure to carry out, or delay in carrying out, our obligations under these terms and conditions arising out of or in connection with your breach of these terms and conditions.
- 20.4 Subject to paragraph 20.1, we will not be liable to you under any statute or in contract, tort (including negligence) or otherwise for any: (i) loss of profits, business revenue, business opportunity, technology, contracts, goodwill, data and/or anticipated savings; and/or (ii) indirect or consequential loss or damage.
- 20.5 Subject to paragraph 20.1, our total aggregate liability to you in respect of all claims under or in connection with your use of the Website, the Service and these terms and conditions (whether such liability arises under any statute or in contract, tort (including negligence) or otherwise) brought in a calendar year shall be limited to the higher of (i) £10,000; and (ii) the aggregate fees that you have actually paid to us in respect of your use of the Service in that calendar year.
- 20.6 You agree with us that if any provision contained in this paragraph 20 is held to be invalid it shall be deemed to be omitted, but if either you or we become liable for loss or damage which would otherwise have been excluded or limited, such liability shall be subject to the remaining provisions set out in this paragraph 20.
- 20.7 We accept no liability for losses, damages, costs and expenses of any kind relating to express or implied quality, performance, fitness for purpose or otherwise issues relating to reports, data, features or functions.
- 20.8 We accept no liability on losses, damages, costs and expenses of any kind for data where the data has been entered incorrectly or misinterpreted by the client.

**21. Circumstances beyond our control**

We will not be liable to you for any breach of or delay in the performance of our obligations under these terms and conditions to the extent that the breach or delay is directly or indirectly due to circumstances beyond our reasonable control, which shall include, without limitation, fire, flood, storm, other natural event, act of God, explosion, lock-out, civil disturbance, war, strikes, malicious damage or attacks, or breakdown of plant, equipment or machinery.

**22. Indemnity**

You shall indemnify us against all liabilities, losses, costs, damages, and expenses (including legal costs and disbursements on a solicitor and client basis) of whatever nature suffered or incurred by us arising out of or in connection with any breach by you of these terms and conditions.

**23. Disputes**

We always try to give you the best service we can so if you have a grievance with us please let us know and we will try to sort it out quickly and amicably.

**24.  Data protection**

Details of how we may use personal data that we collect from you in our capacity as a data controller are set out in our [Privacy Policy](#).

**25. Confidentiality**

Each party shall keep confidential any information of a confidential nature disclosed to it by the other. Nothing in this paragraph shall apply to any information which is (or becomes) available to the public other than by breach of these terms and conditions or where the party receiving the information already possesses it or obtains it from a third party in circumstances in which the disclosing and receiving parties are free to disclose it.

**26. Intellectual property**

26.1 We own or are licensed to use all copyright, trademarks and other intellectual property rights in and/or relating to the Website and our Service (including our EPOS software). You may use those intellectual property rights only to the extent that you need to use the Website and our Service.

26.2 We may also claim trade mark and service mark rights in marks contained within the pages of the Website. Other trade marks and names may be used in the Website to refer to the entities claiming the marks and names of their product and/or services. We disclaim any proprietary interest in the marks and names of others.

**27. Marketing**

By subscribing to the Service, you agree that we may identify you as our customer on the Website and on our client lists, press releases and other marketing material. We may also publish a brief description of your business and your use of the Service.

**28. Third party products and services**

We may introduce you to third party products and services (for example, merchant services) in connection with your use of the Service. Where we introduce you to any third party products or services, we may receive a commission from the provider of such products or services.

**29. Amendments**

We may amend these terms and conditions at any time. If we do this we will post the revised version on this page of the Website and, if you have subscribed to the Service, we may send you an email notifying you of the change. Unless we inform you otherwise, a change will take effect seven days after the date that we post it on this page. Your use of the Website or the Service after the date a change takes effect will be subject to these terms and conditions as amended by the change. We will take your continued use as your acceptance of the change, so if an amendment is not acceptable to you then you should stop using the Website and the Service.

**30. Other terms**

30.1 You may not without our prior written consent assign or transfer all or any part of your rights, benefits or obligations under these terms and conditions to any third party.

30.2 No third party shall have any rights under or in connection with these terms and conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.

30.3 No delay or failure by us in exercising or enforcing any right or remedy under these terms and conditions will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.

- 30.4 If at any time any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions.
- 30.5 These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including your use of the Website, the Service, and any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 30.6 You and we hereby agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions and their subject matter or formation (including your use of the Website, the Service, and any non-contractual disputes or claims).

31. **Keeping these terms and conditions**

We do not separately file these terms and conditions or any contract between you and us for the use of the Website or the Service. All our contracts are concluded in English. You can always access the latest version of these terms and conditions at this page. Please make a durable copy of these terms and conditions by printing and/or saving a downloaded copy on your own device.

32. **Contacting us**

To contact us please phone us on +44 (0) 1922 472 044 or email us at [contact@vennersys.co.uk](mailto:contact@vennersys.co.uk).