

Sentle Terms of Supply for the Sentle Client Data Management System

This page (together with our *Privacy Policy* and *Terms of Website Use*) tells you information about us and the legal terms and conditions (**Terms**) on which we provide you with access to our client data management system which stores information as provided or entered by you on our dedicated website www.sentlecrm.com (**Service(s)** which term shall include each and/or all Tiers as defined below).

We amend these Terms from time to time as set out in clause 6. You should therefore review these Terms periodically and, in particular, upon renewal of your subscription to the Service following a previous cancellation to ensure you understand the terms which will apply at that time. These Terms were most recently updated on **13 July 2017**.

These Terms, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

- 1.1 We operate the websites www.sentle.com, www.sentle.co.uk and www.sentlecrm.com (collectively our **Websites** and each a **Website**). Sentle Limited, a private limited company registered in England with number 10485027 whose registered office is at 4 Parkside Court, Greenhough Road, Lichfield, Staffordshire, England, WS13 7AU. Our VAT number is 266 8576 49.
- 1.2 You may contact us by e-mailing us at support@sentle.co.uk or use the Zendesk help system offered as part of our Service.

2. USE OF THE SERVICE

- 2.1 Your use of our Websites is governed by our *Terms of Website Use*. Please take the time to read these, as they include important terms which apply to you.
- 2.2 These Terms will apply to any contract between us for the subscription by you to the Services and the provision by us of the Services (**Contract**). Please read these Terms carefully and make sure that you understand them before subscribing to our Service. Please note that before subscribing you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to use the Service.
- 2.3 You should print a copy of these Terms or save them to your computer for future reference.

3. OUR SERVICE

- 3.1 We are an online provider who provides access to an online client data management system accessed via www.sentlecrm.com which stores information as provided or entered by you. We deliver the necessary online tools and content to enable you to create, store, edit and export various forms of client information and data. We offer the Service by way of various membership tiers (each a **Tier**). The precise nature of name, price and functionality for each Tier is available on our Websites. www.sentle.com
- 3.2 All subscriptions start with a free trial version (**Trial**) and you will then have the option to upgrade to one of the Tiers for a subscription fee. If you do not upgrade your subscription to a Tier at the end of the Trial, your account will be suspended.
- 3.3 The content that we provide will be updated occasionally and we notify our users of new features via our blog, news page on our Websites and on the Service dashboard.
- 3.4 Although we will endeavour to ensure that your access to the Service is as constant as possible, we cannot guarantee that the Service will be completely uninterrupted or error-free. If the Service becomes unavailable as a result technical difficulties then we will take all reasonable commercial endeavours to restore your access to the Service as soon as is reasonably practicable. If we are unable to do so then you shall be permitted to exercise your cancellation rights as set out in these Terms.
- 3.5 In order to enable us to endeavour to ensure that your access to the Service is as constant as possible, you agree to provide us with all reasonable details and assistance reasonably needed by us to repair or restore the Service and/or our Websites.

4. HOW WE USE YOUR PERSONAL INFORMATION

- 4.1 We only use your personal information in accordance with our *Privacy Policy*. Please take the time to read our *Privacy Policy*, as it includes important terms which apply to you.
- 4.2 We do not store any of your data locally. All of your data is stored on the cloud on Amazon web services infrastructure.

5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 5.1 Our account setup page will guide you through the steps you need to take to subscribe to the Service with us. You will initially be able to subscribe for the Trial before any payment details are asked of you.
- 5.2 If you choose to convert the Trial version into one of the Tiers, our order process via our dashboard on www.sentlecrm.com allows you to subscribe for a paid for Tier and you will be given the opportunity to choose between the different Tiers. Please take the time to read and check your order at each page of the order process.
- 5.3 After you have inserted your details and confirmed that you wish to upgrade from the Trial version to a Tier you will receive an e-mail from us acknowledging that our agreement to upgrade your Service and confirming that you have been subscribed to the Service. This email will mean that your order has been accepted. The Contract becomes formed at that point.

6. OUR RIGHT TO VARY THESE TERMS

- 6.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed (if any).
- 6.2 We may revise these Terms as they apply to your order from time to time to reflect the following circumstances:
 - (a) changes in relevant laws and regulatory requirements;
 - (b) changes to the way in which your information or data is managed or kept;
 - (c) any changes to the subscription fees; and
 - (d) to reflect the introduction of new features.
- 6.3 Every time you re-subscribe to our Service (which takes place when you cancel your subscription and subsequently subscribe to the Service again), the Terms in force at the time of your order will apply to the Contract between you and us.
- 6.4 If we have to revise these Terms, we will notify you to give you reasonable advance notice of the changes. The new Terms will not apply until your next subscription period so you will have ample time to cancel the Services, should you wish to do so.

7. PRICE, PAYMENT AND CANCELLATION

- 7.1 All subscription fees are quoted on our Websites and are charged in the currency shown.

- 7.2 The subscriptions fee exclude VAT (where applicable) at the applicable current rate chargeable in the UK for the time being.
- 7.3 Except for when you use the Trial Service (which is free), when you sign up to use any paid for Tiers you will be asked to provide the necessary credit or debit card details or to set up a direct debit. While you are subscribed to the Service you can choose whether you want your payment to us to automatically renew at the end of each monthly subscription period (**Subscription Period**) or whether you want to make payments manually unless you amend, downgrade or cancel your Service.
- 7.4 **Downgrading.** If you use your subscription page to downgrade the various features being offered under the various Tiers, you will have access to the Service you are currently subscribed to until the end of the relevant Subscription Period after which the your account will be downgraded. Your files will be saved and you will have access to all of your files. However, if you have downgraded various features you will not have access to any of the features which you previously had access to from the end of the Subscription Period. If you want to downgrade the Tier itself you must contact support@sentle.co.uk. We will then downgrade your Tier at the end of the relevant Subscription Period.
- 7.5 **Cancellation.** If you want to cancel your subscription instead of downgrading it you will have access to the Service until the end of the relevant Subscription Period after which you will no longer have access to your account or your files stored under your account. On the point of cancellation you will be prompted that all of your files will be permanently deleted after 30 days from the end of your Subscription Period. You can cancel your subscription to the Services by contacting support@sentle.co.uk.
- 7.6 We may change the subscription fee from time to time and will communicate any changes to the subscription fee to you on via our various communications channels on our Websites or via the Service. Changes to the subscription fee will in any event not take effect until the start of the next relevant Subscription Period following the date of the subscription price change in order to give you the opportunity to downgrade from or cancel your subscription. If you continue to use the Service after the price change you are deemed to have accepted the price change.
- 7.7 If you cancel your payment and/or terminate the Terms after the payment for the current Subscription Period has been debited from your account, we will not refund any subscription fees already paid to us. Instead, you will have access to the Service until the end of the Subscription Period.
- 7.8 The following applies in respect of payments and any failures to make payments by you:

- (a) **If you are paying by credit/debit card and have opted in for automatic payments** we will issue an invoice to you at the end of each Subscription Period. We will then take payment from your account at the beginning of each Subscription Period. If, for any reason, we are unable to take payment from your account, we will automatically attempt to take payment 5 days after we issue our invoice to you. If, for any reason, we are unable to take payment from your account after our additional attempt to do so, we will attempt to retake payment automatically two more times over the period of 2 days. If we are still unable to take payment from your account, we reserve the right to suspend access to your account until payment has been made in full.
- (b) **If you are paying by credit/debit card and have not opted in for automatic payments**, we will issue an invoice to you at the end of each Subscription Period. If you do not pay this invoice within 10 days following its date of issue, we reserve the right to suspend access to your account until payment has been made in full.
- (c) **If you are paying by direct debit**, we will issue an invoice to you at the end of each Subscription Period (as above). We will attempt to take payment from your account on the date that the invoice was issued. If, for any reason, we are unable to take payment from your account and no payment has been received within 10 days following the date of the invoice, you will receive an overdue reminder and will have to provide payment by credit/debit card. In the meantime we reserve the right to suspend access to your account until payment has been made in full.

7.9 After 30 days of suspension in any of the cases listed in clauses 7.8 or 3.2 above, all of your data will be deleted.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 **Intellectual Property Rights** means any copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

8.2 We will retain ownership of all rights, title and interest in and to all Intellectual Property Rights in the Services or any parts thereof.

- 8.3 You will retain ownership of all Intellectual Property Rights in all of your own materials used on or uploaded onto the Service and nothing in these Terms shall be construed as a transfer of ownership of Intellectual Property Rights from you to us.
- 8.4 However, so that we may lawfully provide you with the Services you grant us limited licence in the Intellectual Property Rights in your materials on terms that are set out in our *Terms of Website Use*.
- 8.5 When you subscribe to the Services you are granted a non-exclusive, non-transferable, worldwide, royalty free, licence to access and use the Intellectual Property Rights in the Service for the purpose of receiving and enjoying use of the Service during each Subscription Period.

9. ACCEPTABLE CONDUCT

- 9.1 You are prohibited from posting or transmitting to or from the Websites and/or the Service any material:
- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
 - (b) for which you have not obtained all necessary licences, consents and/or approvals; or
 - (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
 - (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 9.2 You may not use the Websites or the Service:
- (a) in any way that breaches any applicable local, national or international law or regulation;
 - (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - (c) for the purpose of harming or attempting to harm minors in any way; or
 - (d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

10. CALL RECORDING

- 10.1 The Service provides you with the ability to record telephone calls which are stored against your contacts' records. When you use this service you undertake to ensure that you will comply with all applicable laws in the recording process in storing and using any recording.
- 10.2 You agree that you shall indemnify and hold us harmless from all demands, liabilities, losses, costs and claims, including reasonable legal and professional fees, asserted against us, our agents, our other customers, officers and employees, that arise directly or indirectly as a result of your use of the call recording features in any way which is contrary to any of these Terms.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 Nothing in these Terms shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 11.2 Except to the extent expressly stated in this clause, all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 11.3 Subject to clause 11.1 above:
- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - (i) loss of profit;
 - (ii) loss of business;
 - (iii) any indirect or consequential loss;
 - (iv) any loss of data (except where such loss arises as a direct result of our negligence);
 - (v) business interruption; or
 - (vi) loss of business opportunity; and

- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 150% of the total sums paid by you for the Services during the preceding 12 months of each claim made by you.

12. EVENTS OUTSIDE OUR CONTROL

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below.

12.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure, damage or breakdown of the servers of third party data storage facilities, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, extra-terrestrial or alien invasion, [zombie apocalypse](#), or failure of public or private telecommunications networks or public or private data networks and network providers, or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

12.3 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

12.4 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 5 days. To cancel please contact us.

13. COMMUNICATIONS BETWEEN US

13.1 When we refer, in these Terms, to "in writing", this will include e-mail but not fax.

13.2 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail to contact@sentle.co.uk.

13.3 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day (when banks in London are open for business) after posting or if sent by e-mail, one business day (when banks in London are open for business) after transmission.

(a) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

(b) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. OTHER IMPORTANT TERMS

14.1 You confirm that you have authority to bind any business on whose behalf you use the Service and subscribe to the Service.

14.2 These Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

14.3 You acknowledge that in entering into the Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and any document expressly referred to in them.

14.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

14.5 We may transfer our rights and obligations under the Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you in writing or by posting on this webpage if this happens.

14.6 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

14.7 The Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

- 14.8 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 14.9 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 14.10 These Terms and the Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 14.11 We both irrevocably 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 a Contract or its subject matter or formation (including non-contractual disputes or claims).