

CLOUD SOFTWARE GROUP LTD TERMS AND CONDITIONS

Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services**) by Cloud Software Group Ltd a company registered in England and Wales under number 13302486 whose registered office is at 39-51 Ascot High Street, Ascot, Berkshire, SL5 7HY (**we or us or Service Provider**) to the person buying the services (**you or Customer**).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation signature of our order form or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation/order (**the Contract**) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

Services

7. You are hereby granted a non-exclusive, non-transferable right to access and use the entire platform provided by Cloud Software Group for the duration of this Agreement, solely for your internal business purposes and in accordance with the terms and conditions outlined herein. We shall provide the services as detailed below and commit to maintaining uptime of 99.99% during normal business hours.

Modules include;

Holiday/Paid Leave Management
Sick Leave Management
Payroll/Managed Payroll Services
Overtime Management
Expenses Management
Performance Management, including One to Ones, Training, Goals & Objectives and Assessments
Rota, Time & Attendance Management
AI Scanners for Clocking In/Out
Mental Health Management
Full Applicant Tracking System (Recruitment)
Onboarding/Offboarding Management
Document Management
Instant Messaging
Free Mobile App For Users and Managers
Fully Customised Reporting and Analytics

8. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation/order, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
9. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
10. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.
11. In the event of any drops in performance, Cloud Software Group is committed to diligently addressing and resolving any issues in a timely manner to ensure optimal functionality of the platform. However, it is understood and agreed by both parties that no service credits or payments shall be compensated for such occurrences, as Cloud Software Groups platform is designed and maintained to consistently deliver high performance and reliability as outlined within the SLA.

Your obligations

12. You must obtain any permissions, consents, licenses or otherwise that we need and must give us with access to all relevant information, materials, properties, and any other matters which we need to provide the Services.
13. If you do not comply with clause 10, we can terminate the Services.
14. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).

Fees

15. The fees (**Fees**) for the Services are set out in the quotation.
16. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and amendment

17. We can withdraw, cancel, or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of the quotation, (unless the quotation has been withdrawn).
18. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation/order.
19. If you want to amend any details of the Services, you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
20. If, due to circumstances beyond our control, including those set out in the clause below (**Circumstances beyond a party's control**), we must make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

21. We will invoice you for payment of the Fees either:
 - a. On receipt of invoice or by a mutually agreed terms highlighted on the order form.
22. You must pay the Fees due within as per the date of our invoice or otherwise in accordance with any credit terms agreed between us.
23. Time for payment shall be of the essence of the Contract.
24. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 4% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
25. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
26. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
27. Receipts for payment will be issued by us only at your request.
28. All payments must be made in GBP, Euro, USD, AUSD unless otherwise agreed in writing between us.

Sub-Contracting and assignment

29. We can at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
30. You must not, without our prior written consent, assign, transfer, charge, subcontract, or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

Termination

31. We can terminate the provision of the Services immediately if you:
 - a. commit a material breach of your obligations under these Terms and Conditions; or
 - b. fail to make pay any amount due under the Contract on the due date for payment; or
 - c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed, or petition presented to any court for your winding up or for the granting of an

administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

32. Term of the contract is 36 months with 90 days' notice to cancel at end of agreement. If 90 days' notice is not provided the contract auto renews for a further 36-month period.

Off-Boarding Obligations

33. Upon termination or expiration of this Agreement for any reason, Cloud Software Group Ltd ("Service Provider") shall, at the request of the Customer, assist in the transfer of all data related to the Services provided under this Agreement to the Customer or any designated third-party successor or new supplier.

34. The Service Provider agrees to cooperate with the Customer or its designated third-party successor or new supplier to facilitate the orderly transition of the Services and associated data. This includes but is not limited to providing reasonable assistance and access to necessary resources for data extraction, migration, and transfer.

35. The Service Provider shall ensure that all data is securely transferred to the Customer or its designated third-party successor or new supplier in a mutually agreed-upon format and within a reasonable timeframe.

36. The Customer acknowledges that additional costs may be incurred for the provision of off-boarding services beyond the scope of the standard contract terms. Such costs shall be agreed upon by both parties in writing prior to the commencement of any off-boarding activities.

37. The parties shall work together in good faith to minimize any disruption to the Customer's business operations during the off-boarding process.

38. Upon completion of the off-boarding process, the Service Provider shall promptly delete or securely dispose of any Customer data remaining in its possession or control, unless otherwise instructed by the Customer in writing or required by applicable law.

Intellectual property

39. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and indemnity

40. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.

41. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

42. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

- a. any indirect, special or consequential loss, damage, costs, or expenses or;

- b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
43. You must indemnify us against all damages, costs, claims, and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
44. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Data Protection

45. **Data Processing Responsibility:** When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store, or process personal data of employees of the Customer.
46. **Data Controller and Data Processor:** The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended, and/or re-enacted from time to time.
47. **Definitions:** For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor', and 'Data Subject' shall have the same meaning as in the GDPR.
48. **Limitation of Processing:** The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer. The Service Provider shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
49. **Third-party Disclosure:** The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors, or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
50. **Security Measures:** The Service Provider shall implement and maintain technical and organizational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer. This includes but is not limited to encryption, access controls, regular security audits, and cyber security insurance to provide indemnity for data protection breaches to £1m cover.
51. **Data Processing Schedule:** The Service Provider shall maintain a data processing schedule outlining the specific details of data processing activities, including the purposes of processing, types of personal data processed, categories of data subjects, and security measures employed.
52. **Sub-processor Control:** The Service Provider shall ensure that any sub-processors engaged in the processing of Personal Data comply with the same data protection obligations as set forth in this Agreement. The Service Provider shall not transfer Personal Data outside the UK without the prior written consent of the Customer.

53. **Backup Facilities:** The Service Provider shall maintain appropriate backup facilities to ensure the availability and integrity of Personal Data processed on behalf of the Customer.
54. **Indemnity:** The Service Provider shall indemnify the Customer against any claims, damages, fines, or regulatory actions arising from breaches of data protection laws or contractual obligations related to data protection.
55. **Data Protection Policy:** Further information about the Service Provider's approach to data protection is specified in its Data Protection Policy, which can be found on our website. For any inquiries or complaints regarding data privacy, you can email: info@healthboxhr.com.

Intellectual Property

56. **Ownership:** All intellectual property rights, including but not limited to copyright, trademarks, patents, and any other rights, in and to the SaaS product provided by Cloud Software Group Ltd shall remain the exclusive property of Cloud Software Group Ltd.
57. **License:** Cloud Software Group Ltd grants you a non-exclusive, non-transferable license to use the SaaS product solely for your internal business purposes during the term of this Agreement.
58. **Indemnity:** Cloud Software Group Ltd shall indemnify and hold you harmless against any claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising out of or related to any third-party claim alleging that the SaaS product infringes or misappropriates any intellectual property rights of such third party.

Confidentiality

59. **Confidential Information:** Each party may have access to Confidential Information of the other party during the term of this Agreement. "Confidential Information" means any information disclosed by one party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects, that is designated as "Confidential," "Proprietary," or some similar designation. Confidential Information may also include information that, to a reasonable person, would appear to be confidential or proprietary given the nature of the information or the circumstances of its disclosure.
60. **Non-Disclosure:** Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third party without the prior written consent of the disclosing party.
61. **Exceptions:** The obligations set forth in this section shall not apply to any information that: (a) is or becomes publicly known through no fault of the receiving party; (b) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party; (c) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (d) is required to be disclosed by law, court order, or governmental authority, provided that the receiving party gives the disclosing party prompt written notice of such requirement before disclosure and assistance in obtaining an order protecting the information from public disclosure.

Circumstances beyond a party's control

62. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

63. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
64. Notices shall be deemed to have been duly given:
- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - c. on the fifth business day following mailing, if mailed by national ordinary mail; or
 - d. on the tenth business day following mailing, if mailed by airmail.
65. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

No waiver

66. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

67. If one or more of these Terms and Conditions is found to be unlawful, invalid, or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

68. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Service Level Agreement (SLA) Support Statement

69. This Service Level Agreement (SLA) outlines the commitment of Cloud Software Group Ltd (HealthBoxHR) to provide prompt and effective support for addressing issues that our customers may encounter. Our goal is to ensure a seamless experience by resolving critical issues within a maximum time frame of 3 hours from the moment the issue is reported (by phone, email or webchat).

Scope

70. This SLA covers all customers who have an active subscription with Cloud Software Group Ltd (HealthBoxHR). The 3-hour issue resolution commitment applies only to critical issues that severely impact the functionality, performance, or availability of our product or service.

Critical Issue Definition

71. A critical issue is defined as a problem that renders the product or service unusable or significantly impairs its performance, resulting in substantial business disruption for the customer. Critical issues may include, but are not limited to:

- Complete service outage
- Major functionality failure
- Data integrity or security breach

Support Channels

72. Customers can report critical issues through the following support channels:

- Phone: +442034685770
- Email: support@healthboxhr.com
- Assigned Client Exec
- Webchat via www.healthboxhr.com

Response Time

73. Upon receiving a report of a critical issue, Cloud Software Group Ltd (HealthBoxHR) commits to acknowledging the issue and initiating the troubleshooting process within 15 minutes.

Issue Resolution

74. Effort to Resolution: Cloud Software Group Ltd (HealthBoxHR) will exert its best efforts to diagnose and resolve the critical issue within a maximum of 3 hours from the time of acknowledgement.

75. Updates: During the resolution process, our support team will provide regular updates to the customer, at intervals no longer than 1 hour, until the issue is resolved.

Exclusions

76. This SLA does not cover issues that result from:

- Customer misuse or unauthorized modifications of the product or service
- Third-party software or hardware
- Acts of nature, force majeure, or other events beyond our control

Contact Information

77. For inquiries, reporting issues, or requesting support, please use the following contact details:

- Phone: +442034685770
- Email: support@healthboxhr.com
- Assigned Client Exec
- Webchat via www.healthboxhr.com