

Fabio - Terms of Service

Version 2.0: These terms were last updated on 16th April 2018. They may be updated in the future and we'll post the new version on our website - getfabio.co.uk

What some words mean

So that we can be completely clear, here are some words we use which have specific meanings:

- "Account Holder" means an individual, sole trader or company which has a Fabio account (generally this will be you, your business, or if you are an accountant, the business you are advising);
- "Fabio account" means a current subscription to The Service;
- "The Service" means our Fabio software which is accessed and used via our websites, including getfabio.co.uk, myfabio.co.uk and myfabio2.co.uk;
- "us", "we" and "our" refers to Cogiro Ltd, a company registered in England and Wales with company number 07522354;
- "you" means the person who accesses and uses this website, or The Service, or both; and
- "your Data" means any data entered or uploaded by you while using The Service.

Creating and accessing a Fabio account

How to apply: In order to access and use The Service, a Fabio account must first be created. You can apply for a Fabio account to be created by submitting your details on our "register" page.

Formation of a contract: If we accept a registration for a Fabio account, at that point a legally binding contract will be created between the Account Holder and us. If you register a Fabio account, you must therefore ensure that you are authorised to enter into this contract for and on behalf of the Account Holder. The contract will be concluded in the English language and the provisions of these Terms of Service shall govern our agreement with the Account Holder and you.

Errors in information you gave us: If you made any mistakes in the details you gave to us when registering a Fabio account, these errors can be corrected by contacting us through our website, getfabio.co.uk

Refusal to create an account: We reserve the right, at our discretion, not to accept, or deregister a Fabio account. This may be due to technical constraints, because you or your business has been banned by us from using The Service or for any other reason. No charge will be made by us for revoked registrations.

How to access the account: You will not be able to access and use The Service without a valid Fabio account. You can obtain a Trial Fabio account by using the “Register” link at the Fabio login page. A non-restricted Fabio Personal or Business account will be enabled following receipt of the subscription fee and delivery of an activation key, which is usually valid for one year. Special offers may be available, from time to time, for discounted or extended subscriptions periods.

FreeAgent application: Fabio is designed to integrate only with FreeAgent. FreeAgent will, with your explicit permission, allow you to interact with The Service via the FreeAgent API. In order to allow API access to your FreeAgent account please refer to the instructions provided in the Fabio User Guide, available from getfabio.co.uk. Please note that:

- You should only enable API access if you have the permission of the FreeAgent account holder.
- By enabling API access to your FreeAgent account you agree to the FreeAgent API Terms of Service on your own behalf and on behalf of the Account Holder.
- You grant Fabio permission to access to read, write and delete any accounting records held in your FreeAgent account. You can disable API access to your FreeAgent account at any time by modifying your FreeAgent account preferences.
- We accept no responsibility for any loss suffered by you as a result of The Service accessing and updating your FreeAgent data.

Your rights

Your rights: If the business you represent (or which you are advising) is an Account Holder and you are authorised by it to use The Service, we grant you a non-transferable, non-exclusive licence to use The Service in accordance with these Terms of Service.

Conditions: The above licence is strictly subject to compliance with these Terms of Service by you (and by the Account Holder whose Fabio account you are accessing and by all other users of that Fabio account.)

Your obligations

You must:

- only access an Account Holder's Fabio account by using a password and username which that Account Holder authorises you to use; and
- only use The Service on behalf of the Account Holder whose Fabio account you are accessing and solely for money management purposes relating to that Account Holder's own business which are legal.

You must not:

- do anything which could reasonably be expected to damage, disable, overburden, or materially impair The Service or our website generally or which is likely to interfere with any other party's use or enjoyment of The Service;
- question or dispute our ownership of the intellectual property rights in The Service;

Security: The Account Holder is ultimately responsible for administering and safeguarding any passwords created to control access to its Fabio account: please keep any password and activation keys issued to you secure.

Paying for The Service

Subscription fee amount: A subscription fee for use of The Service is payable annually in advance by the Account Holder. The subscription rates are posted on our website and we may vary these from time to time: please see our Pricing page for the rates in force at time of registration. Prices on our website are quoted in UK pounds Sterling. No VAT is payable. If you change your subscription package in the future, the change in the subscription payment amount will either take effect at the next billing cycle, or be pro-rated from the point the subscription package is changed.

Trial periods: No charge will be made of for use of The Service during any "Free Trial" or "beta trial" period. "Free Trials" are intended to enable potential subscribers to explore Fabio's functionality. A Free Trial account may be limited by time, functionality, or both. A "Beta Trial" account provides full functionality, but is granted to selected Account Holders to solicit their feedback on new or changed functionality. Account Holders however, are not entitled to indefinite and unlimited access to The Service as a result of a Trial. The conditions associated with Trial accounts may be changed at any time, without notice.

Non-payment: We are under no obligation to provide The Service if the subscription fee is not paid to us on time. The Account Holder must ensure that we have complete and accurate billing and contact information throughout the subscription period, including the full name of the Account Holder and a billing contact email address. If subscription fees become overdue, because for example the Account Holder's credit card has expired, or payments charged back, we reserve the right to suspend your access to The Service until the balance is paid and we may close the Account Holder's Fabio account permanently.

Fees for multiple accounts: If you would like to use The Service to manage more than one business, you will need to sign up for multiple Personal or Business accounts and pay the subscription fee charged by us for each additional Fabio account. Accounting Practices may subscribe to The Service using an "Accountancy" class of Fabio account, which permits access to any of the Accounting Practices clients within FreeAgent.

Authorised Resellers: If you have purchased access to The Service from one of our authorised resellers then, unless otherwise notified to you by us or our reseller:

- your subscription fee will be based on the reseller's subscription rates as varied from time to time; and
- shall be payable directly to the reseller.

These Terms of Service apply, subject to such changes as are necessary to reflect the above, to all access of The Service via a reseller and we reserve the right to take the actions specified under "Non-payment" above in the event of non-payment to a reseller.

You may also be required to accept terms and conditions by the reseller in order to purchase the Service from them, in which case:

- your subscription fee will be based on the reseller's subscription rates as varied from time to time;
- you must adhere fully to the reseller's terms and conditions relating to your use of the Service in addition to these Terms of Service; and
- breach by you of the reseller's terms shall be deemed a breach of these Terms of Service,

Who owns what

Rights in your data: The Account Holder has sole responsibility for the accuracy and reliability of your Data. The Account Holder retains ownership of any copyright, trade marks, database rights and any other intellectual property rights it has in your Data (such as rights in its logo, for example.) Intellectual property rights in your Data will not be transferred to us. We reserve the right to disclose your Data to law enforcement officials in the investigation of fraud or other alleged unlawful activities but otherwise we will only use your Data to provide The Service.

Rights in our software and our website: All copyright, database rights, trade marks and other intellectual property rights in The Service (including any such rights in our website) are either owned by or licensed to us and nothing in these Terms of Service shall transfer any ownership rights to you or to the Account Holder.

Third party features: All copyright, database rights, trade marks and other intellectual property rights in any external data sources or embedded third party services used in Fabio are the intellectual property of the relevant third party provider.

Where your Data is held

UK Cloud Hosting: Fabio only stores your account logon credentials and basic usage statistics. No FreeAgent transaction data is stored by Fabio. Your logon credentials are stored only in UK datacentres.

Closing a Fabio account

Cancellation by you: You can close the Account Holder's Fabio account at any time by contacting us via our website. No further subscription fees will be billed and no refund will be made of any subscription fees already billed and paid.

Suspension and closure by us: If you (or any other user of the Account Holder's Fabio account) fails to abide by these Terms of Service, or if payment of the subscription fees is not paid on time, we reserve the right to suspend your access to The Service or permanently cancel the Account Holder's Fabio account. If we withdraw access to The Service because these Terms of Service have been breached, no refund will be payable by us. We also reserve the right to close any Fabio account (including during any 'free trial' or 'beta trial' period) for any reason, by giving one month's notice.

Disclaimer

IMPORTANT: This section restricts the extent to which we are liable for any losses which may be suffered in connection with your use of The Service. It also requires the Account Holder to compensate us for any loss we suffer as a result of your failure to comply with these Terms of Service.

No guarantees: We make no guarantee that The Service will be suitable for your intended use, neither do we guarantee that it will be error-free, timely, reliable, entirely secure, virus-free or available, especially since we are dependent on the reliability of the Internet and your use of your own computer to access The Service. We will try to keep disruptions to a minimum but we may suspend The Service from time to time to carry out maintenance and support work and to investigate unauthorised use. The Service is not a substitute for a professional accountant and any information presented does not constitute accounting advice.

Exclusion of our liability: You use The Service entirely at your own risk. We do not restrict our liability (if any) for personal injury or death resulting from our negligence, for fraud committed by us or for any matter which it would be illegal to limit or to attempt to restrict. We exclude all other liability and responsibility for any amount or kind of loss or damage arising in connection with The Service (even if we have been advised of their possibility.)

Limitation of our liability: Where we are not legally entitled to exclude our liability, our total liability for any loss or damage relating to The Service (or to our website generally) shall not exceed an amount equal to the subscription fees which the Account Holder has paid to us in the previous subscription period.

Liability to us: If you access The Service using a password created to control access to the Account Holder's Fabio account, then the Account Holder shall be held liable for any reasonable costs and expenses incurred by us as a result of breach of these Terms of Service by you. Otherwise, you shall be personally be held liable for any reasonable costs and expenses incurred by us as a result of breach of these Terms of Service by you.

General legal matters

Entire agreement: These Terms of Service describe the entire agreement between you, the Account Holder and us regarding The Service, and supersede any prior understandings or agreements. The headings are for convenience only and shall not affect the construction or interpretation of these Terms of Service.

Third party features: In order to use certain optional features of Fabio which relies on external data sources or embedded third party services you will be required to accept the terms and conditions of the relevant third party provider. These will be notified to you within The Service at the point of first use of the relevant feature and thereafter where those terms are subsequently updated from time to time, but currently include:

- Virtualized server hosting provided by Digital Ocean (www.digitalocean.com)
- Website hosting provided by FVShosting (www.freevirtualsevers.com)
- Payment processing provided by PayPal (www.paypal.com)
- Licence Management provided by FetchApp (www.fetchapp.com)

By agreeing to these terms and conditions you agree, if you use the relevant features, to be bound by the terms and conditions listed above (and as subsequently amended from time to time) and any other third party terms subsequently accepted by you while using The Service ("third party terms"). Any breach by you of the third party terms shall, without limiting any other remedy available to the third party provider, be deemed to be a breach of these Terms of Service.

Changes to this contract: We reserve the right to change these Terms of Service from time to time and therefore we may impose new or different terms and conditions on your use of The Service. These additional terms will be posted on our website and will be effective from the Account Holder's next subscription period. Therefore you should regularly review this page to check for changes to these Terms of Service. Your continued use of The Service will be deemed to constitute acceptance by the Account Holder of all of the new terms. These Terms of Service may not otherwise be changed without our written consent.

Transfer of rights & obligations: We shall be entitled to transfer our rights and/or obligations under these Terms of Service to another party. Neither you nor the Account Holder may transfer any of your rights or obligations under these Terms of Service without our written consent.

Waiver and severability: If either you or we ignore any breach of these Terms of Service, it doesn't mean that any further breach cannot be enforced. Similarly, if any part of these Terms turn out to be invalid or unenforceable for some reason, then it will be replaced with a provision which, as far as possible, achieves the same purpose as the original, and the remainder of the agreement will still be binding.

Resolving disputes: These Terms of Service shall be governed by and interpreted in accordance with English law. If any party wants to take court proceedings in relation to The Service, it must do so in England. You are responsible for compliance with any applicable laws of the country from which you use or otherwise access The Service.

