

Terms of service

Revision: G

Date: 09 May 2016

1. In this agreement

- 1.1. **Standard services** means any standard Trana offering.
- 1.2. **Services** means any **standard service** and any bespoke work we perform for you.
- 1.3. You and your means the company or person applying for or using the service.
- 1.4. Us, we, our and **Trana** means Trana Ltd.

2. Extent of service

- 2.1. The **standard services** we provide is as described on the relevant website.
- 2.2. We have the right to modify any **standard service** at our discretion. We will notify you of any such event as legally bound to do so.

3. Basis of contract

- 3.1. By you applying for any one of our **standard services** and us providing you with online access to that service a contract has been formed based on these **terms of service**.

4. Intellectual property rights

- 4.1. The intellectual property rights of the **standard services** are owned by **Trana** or the relevant third party provider. We do not grant you any rights to, or in, any such intellectual property rights.

5. Charges and payment terms

- 5.1. The charges for **standard services** will be as published on the relevant website.
- 5.2. We reserve the right to make changes to our charges and we will notify you of any such event as legally bound to do so.
- 5.3. VAT will be added to our charges at the appropriate rate.
- 5.4. Payment terms for **standard services** are in advance. Some parts of a **standard service** are paid for in arrears and payment for these parts will be taken with the next payment or on termination of the service. These payment terms may be overridden on individual invoices.
- 5.5. Invoices will be issued by email and will include details on how to pay.
- 5.6. We reserve the right to charge for late payments as defined by The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented.

6. Limitations of use

- 6.1. You may only use our **services** for legitimate and lawful activities.
- 6.2. Any material you upload to our **services** must not be in violation of any applicable law or regulation. This includes, without limitation, material protected by copyright or trademark used without proper authorisation and material that is obscene, defamatory, or constitutes an illegal threat.

6.3. Our **standard services** may not be transferred to or shared with any other person without our prior consent in writing.

6.4. You agree not to copy, sell, trade, resell, reproduce, duplicate or exploit for any commercial purposes, any portion of our **services**, use of our **services**, or access to our **services** except as otherwise expressly provided in these **terms of service** or as specifically authorised in a separate written agreement.

7. Limitations of liability

7.1. We will not be liable to you if we are unable to carry out our obligations under this agreement as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine failing to work, any inadvertent technical error, failure of power supply, failure of communication link, complete or partial closure of any payment or settlement system, any industrial dispute, or any act, omission or delay of any agent or third party.

7.2. You use our **services** at your own risk and in no event will we be liable to you for any loss or damage of any kind (except personal injury or death resulting from our negligence) including loss of business, loss of reputation, loss of opportunity, loss of uploaded material or any type of special, consequential or indirect loss arising from your use of, or inability to use, our **services**.

7.3. You will indemnify us for any costs incurred, or penalties imposed, or loss, or damage or liability we or our agents suffer due to your breach of any law, regulation or code.

8. Terminating the contract

8.1. You may terminate any **standard service** without notice. We will continue to provide any **standard service** that has been paid for in advance for the period that has been paid for. At the end of this period a final invoice will be issued for any charges payable in arrears.

8.2. We may terminate our contract with you by informing you in writing at least thirty days prior to the termination date.

8.3. In exceptional circumstances, which include the failure to abide by these **terms of service**, we may terminate our contract with you immediately.

9. Product specific clauses

9.1. FoodCommerce: for the purposes of counting, an order will be grouped by its delivery date. Where an order has no delivery date, the date the order was placed will be deemed to be the delivery date.

9.2. FoodCommerce: in using our library of product data and images you agree to use these only with our **standard services**.

9.3. Online Connector: in using this service to send email and SMS text messages you must not be in violation of any applicable law or regulation including, amongst other things, sending unsolicited marketing material, revealing recipients' details, failing to provide an opt-out option, and concealing your identity.

10. General

10.1. These **terms of service** shall be governed and construed in accordance with the laws of England and Wales and any disputes will be decided only by the English Courts.

10.2. If any of these **terms of service** is held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining **terms of service** which will continue to be valid and enforceable to the fullest extent permitted by law.