

Terms and Conditions (Version 2021)

These terms and conditions are intended to explain our obligations as a service provider and your obligations as a customer. Please read them carefully.

These Terms are binding on any use of the Software and apply to You from the time that we provide You with access to the Software. We believe our Software will evolve over time based on user feedback. These Terms are not intended to answer every question or address every issue raised by the use of the Software. We reserve the right to change these terms at any time, effective upon the posting of modified terms and we will make every effort to communicate these changes to You via email or notification via our websites. It is likely the terms of use will change over time. It is your obligation to ensure that You have read, understood and agree to the most recent terms available on the Website.

1. Definitions

Access Fee means the annual fee (excluding any taxes and duties) payable by You in accordance with the fee schedule set out on the Website (which CSL may change from time to time on notice to You) , or as agreed in writing between CSL and You.

Confidential Information includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Software but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

Data means any data inputted by You into the Software.

Intellectual Property Rights means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

Software means any hosted software service supplied by CSL (as may be changed or updated from time to time by CSL) via the Websites.

Websites means the Internet sites at the domains www.expattracker.com, www.psmgr.com, www.tallypro.com, www.tallypro.co.uk, www.commercialsoftware.co.uk, or any other sites operated by CSL.

Programs means any programs supplied by CSL that can be used to access the Software. These programs may be desktop, web based or mobile applications.

CSL means Commercial Software Limited a limited company registered in the United Kingdom CN: 01753155; VAT No. GB 397 5821 00.

You means You (the customer) and includes your employees, consultants, representatives and agents.

2. Use Of Software

CSL grants You the right to access and use the Software via the Programs with the user roles according to your subscription type. This right is non-exclusive and non-transferable and limited by these Terms.

3. Your Obligations

1. Payment obligations:

An invoice for the Access Fee will be issued to the Billing Contact starting from the date You added your organisation within the Software. All invoices will include the Access Fee for the current period of use. CSL will continue invoicing You until this Agreement is terminated in accordance with clause 8.

All CSL invoices will be sent to You by email and are payable within 14 days of the invoice date. You are responsible for payment of all taxes and duties in addition to the Access Fee.

CSL reserves the right to withdraw access without notice if the Access Fee remains unpaid 30 days after the invoice date.

2. General obligations:

You must only use the Software and Programs for your own lawful internal business purposes, in accordance with these Terms and any notice sent by CSL or condition posted on the Websites.

3. Access conditions:

You will ensure that all usernames and passwords required to access the Software are kept secure and confidential. You will immediately notify CSL of any unauthorised use of your passwords or any other breach of security and CSL will reset your password.

As a condition of these Terms, when accessing and using the Software, You must:

1. not attempt to undermine the security or integrity of CSL's computing systems or networks or, where the Software is hosted by a third party, that third party's computing systems and networks;
2. not use, or misuse, the Software in any way which may impair the functionality of the Software or Programs, or impair the ability of any other user to use the Software or Website;
3. not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Software is hosted;
4. not transmit, or input into the Software, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and
5. not modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer the Software or the Programs except as is strictly necessary to use either of them for normal operation.

4. Usage Limitations:

Use of the Software may be subject to limitations, including but not limited to monthly transaction volumes, the number of employees or the number of calls You are permitted to make against CSL's application programming interface. Any such limitations will be specified within the Software.

5. Communication Conditions:

As a condition of these Terms, if You use any communication tools available through the Websites (such as any forum, chat room or message centre), You agree only to use such communication tools

for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Software including (but not limited to): offers of goods or services for sale, files that may damage any other person's computing devices or software, content that may be offensive to any of our other users, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use). When You make any communication on the Websites, You represent that You own the content of the communication. CSL is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Software. As with any other web-based forum, You must exercise caution when using the communication tools available on the Websites. However, CSL does reserve the right to remove any communication at any time in its sole discretion.

6. Indemnity:

You indemnify CSL against all claims, costs, damage and loss arising from your breach of any of these terms or any obligation You may have to CSL, including (but not limited to) any costs relating to the recovery of any Access Fees that have not been paid by You.

4. Confidentiality and Privacy

1. Confidentiality:

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

1. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.
2. Each party's obligations under this clause will survive termination of these Terms.
3. The provisions of clauses 4.1.1 and 4.1.2 shall not apply to any information which:
 - is or becomes public knowledge other than by a breach of this clause;
 - is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - is independently developed without access to the Confidential Information.

2. Privacy:

1. You own your data:

The software is an online system which may store financial information about a company or individual (Organisation) as provided or entered by that company or individual. CSL will only store information that is entered by the Users of an Organisation, or automatically imported at a User's instruction. The data entered, or imported on instruction, by the Users of an Organisation remains the property of the Organisation and CSL will not use nor make available for use any of this information without permission of the Organisation.

2. You control who has access to your data:

The data entered, or imported on instruction, by the Users of an Organisation is stored securely in a database and is only accessible to the approved Users of the Organisation. The Administrator of the Organisation (Administrator) will have full control over who is invited to be a User. A user name and password is required in order to access an Organisation's information in the Software.

It is the User's responsibility to keep their passwords safe. It is the Administrator's responsibility to ensure that any Users that are invited to use the Organisation's account have permission to view the Organisation's information stored in the Software account.

3. CSL monitors system usage:

CSL has access to and may use aggregate information such as number of associated Users, number of transactions and billing information for the purpose of billing and monitoring server and software performance as well as for other internal purposes of CSL.

CSL will never access the details of any financial transaction entered and stored in the Software system. CSL will never access system usage history for a specific identifiable user, except where granted explicit permission by the User to assist with resolution of a system issue or error.

CSL staff can access non-identifying and aggregated usage information and transaction volumes in order to better understand how our customers are using the Software so we can improve the system design and where appropriate have the system prompt users with suggestions on ways to improve their own use of the system. All aggregated usage information is stored in a secure CSL data warehouse facility.

4. Your data is sent securely across the internet:

CSL Servers have Trustwave issued security certificates so all data transferred between the Users of an Organisation and the CSL Servers is encrypted. However, the internet is not in itself a secure environment. Users should only enter, or instruct the importation of, data to the database within a secure environment. This means that the User's browser must support the encryption security used in connection with the CSL Servers.

5. CSL does not store your credit card details:

If you choose to pay for CSL services by credit card (currently available via PayPal), your credit card details are not stored by CSL and cannot be accessed by CSL staff.

Your credit card details are encrypted and securely stored by independent merchant organisations to enable CSL to automatically bill your credit card on a recurring basis.

6. CSL will give you access to your data at any time:

On request, CSL will provide the Administrator with a full export of the Organisation's data in a common file format determined by CSL.

The Organisation's data will be permanently deleted by CSL 60 days after the Organisation stops paying to use the Software, or at the Administrator's request.

7. You can opt-out of any email communications:

CSL sends billing information, product information, service updates and regular customer newsletters to registered Users via email.

Where appropriate email communication will contain clear and obvious instructions describing how the User can opt to be removed from the mailing list. CSL will immediately remove any User upon request.

8. You are responsible for checking the privacy policy of any third-party websites we link to:

The CSL website may contain links to third-party websites. CSL takes no responsibility for the privacy practices or content of these websites.

This policy may be updated from time to time. CSL reserves the right to change this policy at any time and any amended policy will be posted on this website.

5. Intellectual Property

1. General:

Title to, and all Intellectual Property Rights in the Software, the Website and any documentation relating to the Software remain the property of CSL (or its licensors).

2. Data:

Title to, and all Intellectual Property Rights in, the Data remain your property. However, your access to the Data is contingent on full payment of the Access Fee. You must maintain copies of all Data inputted into the Software. CSL adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. CSL expressly excludes liability for any loss of Data no matter how caused.

3. Third-party applications and your Data:

If You enable third-party applications for use with the Software, You acknowledge that CSL may allow providers of those third-party applications to access your Data as required for the interoperation of such third-party applications with the Software. We shall not be responsible for any disclosure, modification or deletion of your Data resulting from any such access by third-party application providers.

6. Warranties And Acknowledgements

1. Acknowledgement:

You acknowledge that:

1. You are authorised to use the Software and the Programs and to access the information that You access using the Software and the Website (whether that information is your own or that of anyone else).
2. If You are using the Software and accessing the Programs on behalf of or for the benefit of an organisation (whether a body corporate or not) then CSL will assume that You have the right to do so and that organisation will be liable for your actions or omissions (including any breach of these Terms).
3. The provision of, access to, and use of, the Software is on an "as is, where is" basis and at your own risk.
4. CSL does not warrant that the use of the Software will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Software, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Software. CSL is not in any way responsible for any such interference or prevention of your access or use of the Software.
5. It is your sole responsibility to determine that the Software meets the needs of your business.

2. No warranties:

CSL gives no warranty about the Software. Without limiting the foregoing, CSL does not warrant that the Software will meet your requirements or that it will be suitable for your purposes. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

3. Consumer guarantees:

You warrant and represent that You are acquiring the right to access and use the Software and agreeing to these Terms for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Software, the website or these Terms.

7. Limitation Of Liability

1. To the maximum extent permitted by law, CSL excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of Data, profits and savings) or damage resulting, directly or indirectly, from the use of, or reliance on, the Software.

2. If You suffer loss or damage as a result of CSL's negligence or failure to comply with these Terms, any claim by You against CSL arising from CSL's negligence or failure will be limited in respect of any one incident, or series of connected incidents to the access fees paid by You in the previous 12 months.

3. If You are not satisfied with the Software, your sole and exclusive remedy is to terminate these Terms in accordance with Clause 8.

8. Termination

1. Term:

Unless otherwise stated in writing between CSL and You, these Terms will apply for a fixed subscription period of twelve months beginning from the date You added your organisation within the Software. Thereafter the subscription can be cancelled in accordance with clause 8.4.

2. Trial policy:

When You sign up for the Service You can evaluate CSL with no obligation to continue for a limited period of time (normally 30 days). Should You choose to continue using CSL, You will be billed from the day after your trial period ceases. If You choose not to continue, You may terminate these Terms by sending an email to cslsupport@commercialsoftware.co.uk.

3. Prepaid Subscriptions:

There will be no refund for any remaining prepaid period for a prepaid Access Fee subscription, unless that subscription is cancelled within the 30 day trial period.

4. No-fault termination:

These Terms will continue for the fixed period specified in clause 8.1 and thereafter as covered by the Access Fee paid in clause 3.1, or as otherwise agreed. These Terms will automatically continue for the same period unless either party terminates these Terms by giving notice to the other party at least 90 days before the end of the relevant fixed subscription period.

5. Breach:

If You:

- breach any of these Terms and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;
- breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 3.4 or any payment more than 30 days overdue); or

- the paying subscriber goes into liquidation or has a receiver or manager appointed of any of its assets or becomes insolvent, or makes any arrangement with its creditors, or becomes subject to any similar insolvency event in any jurisdiction,

CSL may take any or all of the following actions, at its entire discretion:

- Terminate these Terms and your use of the Software and the Website;
- Suspend for any definite or indefinite period of time, your use of the Software and the Website;
- Take either of the actions in sub-clause 4 and 5 of this clause 8(3) in respect of any other persons in your organisation or who have access to your information or that of your organisation.

6. Accrued Rights:

Termination of these Terms is without prejudice to the rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

remain liable for any accrued charges and amounts which become due for payment before or after termination; and

immediately cease to use the Software and the Programs.

7. Expiry or termination:

Clauses 3.1, 3.7, 4, 5, 6, 7, 8 and 10 survive the expiry or termination of these Terms.

9. Help Desk

1. Technical Problems:

In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting CSL. If You still need technical help, please check the support provided online by CSL or failing that email us at cslsupport@commercialsoftware.co.uk. A UK based telephone support service and on-line chat facility are also available during UK business hours. Please note that users of any free subscription services may be charged at the prevailing hourly rates for any support provided. Our current rate card is available on request.

2. Service availability:

Whilst CSL intends that the Software should be available 24 hours a day, seven days a week, it is possible that on occasion it may be unavailable to permit maintenance or other development activity to take place.

If for any reason CSL have to interrupt the Software for longer periods than CSL would normally expect, we will use reasonable endeavours to publish in advance details of such activity on the Website.

10. General

1. Entire agreement:

These Terms, together with the CSL Privacy Policy and the terms of any other notices or instructions given to You under these terms, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and CSL relating to the Software and the other matters dealt with in these Terms.

2. Waiver:

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

3. Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

4. No Assignment:

You may not assign or transfer any rights to any other person without CSL's prior written consent.

5. Governing law and jurisdiction:

In all situations these Terms are governed by the laws of England and Wales and You hereby submit to the exclusive jurisdiction of the courts of England and Wales for all disputes arising out of or in connection with these Terms, without reference to any conflicts of laws.

6. Severability:

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

7. Notices:

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to CSL must be sent to csupport@commercialsoftware.co.uk.