

Customer Agreement v2026-10-12

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Each fingerprint is the SHA-256 of the document's exact text as published. Anyone can check that a saved copy matches the published version, and any change to the text would change its fingerprint. The current version of each document is published at footer365.com, and every version that applied to the organisation is kept on the Agreements page of its Footer365 portal.

Customer Agreement

Customer Agreement v2026-10-12, in force from 12 October 2026

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Legal

Customer Agreement

In force from 12 October 2026

Key terms

- **You are responsible for what your signatures say.** You decide all signature, disclaimer, banner and campaign content and who receives it, including any legal wording your country or industry requires. Templates and sample disclaimers we provide are examples, not legal advice. (Section 9)
- **You indemnify us** against claims by others, including regulators, arising from your content, your directory data and settings, your campaigns or your unlawful use of the service, unless you show the claim was caused by a defect in the service, our breach or our negligence. (Section 9.6)
- **Liability is limited.** Each party's liability, including for any breach of data protection or confidentiality, is capped at the greater of the fees paid for your subscription in the previous 12 months and GBP 1,000; during a free trial our liability is capped at GBP 100, except for data protection and confidentiality. Lost profits, loss of business, loss of reputation and indirect loss are excluded, as section 14 sets out. The cap, and the exclusions that apply to you, do not cover your obligation to pay us, your indemnity in section 9.6, or either of us infringing the other's intellectual property. We are not liable when a message is sent without a signature, or later than usual, because the service stepped aside to protect its delivery, as section 4.3 describes, unless we failed to use reasonable skill and care. (Section 14)
- **Subscriptions renew automatically.** A monthly subscription continues month to month. A committed term renews for a further term of the same length unless before it ends you choose a monthly subscription or a 12, 24 or 36-month term, or cancel. We tell you the price at least 60 days before it ends or, if your reseller bills you, we tell your reseller. (Sections 6.4 and 6.5)
- **You pay for the mailboxes you have.** You do not choose a number of seats. Each month you are billed for the user mailboxes in your Microsoft 365 directory. On a committed term you are never billed for fewer than the term's committed seats, which are the user mailboxes we count when the term starts or renews. (Sections 6.3 and 6.6)
- **We may change these terms** on 31 days' notice, acting reasonably and in good faith. If you are in a committed term and do not object before the change takes effect, or have a monthly subscription and do not cancel before then, you are treated as having accepted it. During a committed term, if a change is materially against your interests, we either keep providing the service to you without it until the term ends or release you from the term without charge. If you cancel a monthly subscription before a change takes effect, the change does not apply to you before your subscription ends. Price changes apply to a committed term only when it renews. (Sections 7.2 and 19)
- **English law applies** and the courts of England and Wales decide disputes. (Section 21)

1. Parties and acceptance

1.1 This agreement is between Chillishot Limited, a company registered in England and Wales under company number 06493118, whose registered office is 144 Evesham Street, Redditch, England, B97 4HP, trading as Footer365 ("Footer365", "we", "us", "our"), and the organisation named when the account was set up ("Customer", "you", "your").

1.2 **Business use only.** The service is supplied only to organisations, and to individuals acting wholly or mainly for the purposes of their trade, business or profession. It is not offered to consumers. By accepting this agreement you confirm that you are not acting as a consumer.

1.3 **How you accept.** You accept this agreement by ticking the box and selecting the button that confirms acceptance in the sign-up, setup or portal screens. Using the service without that acceptance does not create a

licence to use it. An organisation that accepted our earlier terms of service accepts this agreement under the process for changes in those terms, as a change to them.

1.4 Authority. The person who accepts this agreement confirms that they have authority to bind the organisation named, and accepts it on that organisation's behalf. If they do not have that authority, they are personally responsible to us for any loss that results.

1.5 Records. We keep a record of each acceptance, including who accepted and their role, for which organisation, the version and fingerprint of each document accepted, the time and the IP address used. You agree that the record is evidence of acceptance, and of acceptance under section 19 where you did not object to a change. We email a copy of what was accepted to the person who accepted it and to your account owner and accounts contact, and every version of every document remains available on our website.

1.6 Your details on record. With each acceptance, and whenever they change, we record your organisation's legal name, company number, VAT number, registered and billing addresses and contacts, and the details of the person who accepted. We keep these records, and the acceptance records, for 7 years after this agreement ends, even if your account has been deleted or the person who accepted has left your organisation, so that either of us can rely on them in a dispute.

1.7 Coming back. If your organisation returns after cancelling a subscription or after a trial, it accepts the agreement then in force before using the service again. Your earlier records remain, and any amount still owed under an earlier subscription remains payable. A free trial is available only once to each organisation.

1.8 Sanctions. You confirm that you are not, and are not owned or controlled by, a person subject to UK sanctions, and that you are not established in a country subject to comprehensive UK sanctions. We may refuse or end the service without liability if this stops being true, or if providing it would breach sanctions law that applies to us.

2. The documents that make up this agreement

2.1 This agreement consists of, in this order of priority if they conflict:

1. any order or written agreement signed by both parties that expressly changes this agreement;
2. the Data Processing Terms;
3. these terms;
4. the Acceptable Use Policy, the Cancellation and Refund Policy, the Security description, the list of Sub-processors, and the terms of any offer you claim, each published on our website.

2.2 No terms you put on a purchase order, in an email or in any other document apply, even if we accept the order or the document says that its terms take priority.

3. Definitions

- "Service": the Footer365 email signature and marketing service, including the customer portal, the SMTP relay, the Outlook add-in, the click tracking service and their documentation.
- "Subscription": your billing option, monthly or a committed term, and the seats it is billed for under section 6.
- "Seat": one user's place in your Subscription. Section 6.6 sets out how many seats you are billed for.
- "Committed term": a subscription of 12, 24 or 36 months.
- "Customer Content": everything you or your users, or a reseller acting for you, put into the service or cause it to produce: templates, signatures, disclaimers, banners, campaigns, images, logos, links, rules, and the values you type in for your users.
- "Customer Data": personal data and other data the service processes for you, including the directory data synced from your Microsoft 365 tenant.
- "Microsoft 365": the Microsoft services, including Exchange Online and Entra ID, that you license from Microsoft and that the service connects to.
- "Reseller": a business Footer365 has approved to sell and manage the service. "Distributor": a business Footer365 has approved to sell the service through resellers, and to its own customers. "Managing reseller": the reseller, if any, that manages your account; where a Distributor sells to you directly, it is your managing reseller, and references in this agreement to your reseller mean it.
- "Fees": the amounts payable for your Subscription.

- "Account owner", "accounts contact" and "technical contact": the people named in those roles for your organisation in the portal.
- "Super Admin": a user of your organisation in the customer portal who holds every permission the portal grants.
- A word defined in this section has the same meaning whether or not it begins with a capital letter.

4. The service

4.1 What the service does. The service adds signatures, disclaimers and banners to email sent from your Microsoft 365 tenant. It does this either by routing outbound mail through our SMTP relay by means of a connector and transport rule set up in your tenant, which adds the signature and returns the message to Microsoft 365 for delivery, or through the Outlook add-in, or both.

4.2 What the service is not. The service is not an email service, a mail store, an archive or a backup. Your mail is delivered by Microsoft 365. We do not keep the body of your messages after a signature has been added. We do not guarantee that every message is delivered, or that every message carries a signature.

4.3 When a signature is not added. If the service cannot add a signature to a message, for example because it is unavailable or the message cannot be processed, it is designed to let the message continue or to hand it back to Microsoft 365 to retry, rather than to lose it. You accept that some messages may be sent without a signature or later than they otherwise would have been.

4.4 Microsoft 365 is not ours. The service depends on Microsoft 365, which Microsoft provides to you under your own agreement with Microsoft. We are not responsible for the availability, performance or changes of Microsoft 365, or for any loss caused by them. If Microsoft changes Microsoft 365 in a way that affects the service, we will make reasonable efforts to adapt the service but may need to change or withdraw a feature.

4.5 Changes to the service. We may change and improve the service. If we intend to remove or materially reduce a core feature, or the security of the service, without providing something equal or better, we will give you notice under section 19, and you may object under section 19.3 or, on a monthly subscription, cancel under section 6.4. If we withdraw a feature you pay for separately, we will also stop charging for it.

4.6 Availability. We aim to keep the service available at all times, but do not promise that it will be uninterrupted or error-free. Planned maintenance is carried out where possible at quiet times, and we give at least 48 hours' notice in the portal of planned maintenance expected to stop signatures being added for more than 30 minutes. If, in any calendar month, the service fails to add signatures to your mail for more than 24 hours in total, other than because of planned maintenance we gave notice of, an event under section 18, or a cause on your side, you may end the affected Subscription by notice within 30 days after that month ends. If you do, no fee is payable for the rest of any committed term and we refund any Fees you paid in advance for the period after it ends.

4.7 Support. We provide support by email and through the portal during UK business hours. If you buy through a reseller, your reseller provides first-line support.

5. Buying directly or through a reseller

5.1 You may buy the service directly from Footer365, or through a reseller.

5.2 Billed by Footer365. If we bill you, we invoice you monthly in advance and charge your payment card through our payment provider, Stripe, when each invoice is raised.

5.3 Billed by your reseller. If your reseller bills you, you pay your reseller on the terms you agree with them, and we do not invoice you. A dispute about your reseller's charges is between you and your reseller.

5.4 This agreement still applies. Whichever way you buy, you use the service under this agreement, and you are responsible to us for your use of it. Nothing your reseller agrees with you changes this agreement or binds us. A reseller is not our agent and cannot make promises on our behalf.

5.5 Accepting a reseller. A reseller can propose to manage your account, but has no access to your account or data until you accept it by completing setup. A proposal you do not accept within seven days is withdrawn. You may instead sign up directly, which releases the proposal.

5.6 Your reseller's access. From the time you accept a reseller, it, and its Distributor if it has one, may work in your customer portal on your behalf, as the setup screen tells you. In this section, in sections 8.1, 10.4 and 11, and in the Data Processing Terms, "your reseller" and "your managing reseller" include that Distributor. Your Super Admin can turn that permission off, and on again, at any time. Each session lasts at most one hour, and everything

done in it is recorded in the audit log we keep for your account, under the name of the person who did it. Anything your reseller does in your account while it has that permission is treated as done by you, but not anything made possible by a failure of our systems to apply your choice.

6. Trial, subscription and seats

6.1 Free trial. A new organisation may take one free trial of 30 days. No payment card is needed and nothing is charged during it. If no payment method is in place when the trial ends and we bill you, the paid subscription does not start: automatic signatures pause while your email continues to flow, and the portal is limited to adding a payment method or cancelling. If no payment method is added within 30 days after the trial ends, we may close the account, and this agreement then ends. A reseller's proposal that you never accept does not use up your trial.

6.2 Subscription. Every Subscription includes every feature of the service. You choose either a monthly subscription or a committed term of 12, 24 or 36 months. You do not choose a number of seats: we count them from your Microsoft 365 directory, as sections 6.3 and 6.6 describe. Every subscription, including a committed term, is invoiced monthly in advance.

6.3 Committed seats. When a committed term starts, and each time it renews, we count the user mailboxes in your Microsoft 365 directory that day, and that number is the term's committed seats for the whole term. If we cannot read your directory that day, we use the most recent count we have. The committed seats do not change during the term: you are never billed for fewer seats than them, and seats added during the term do not become part of them. A monthly subscription has no committed seats.

6.4 Monthly subscriptions continue from month to month at the monthly price. You may cancel at any time under the Cancellation and Refund Policy; the subscription then ends on the last day of the calendar month in which you cancel.

6.5 Renewal of a committed term. A committed term of 12, 24 or 36 months is priced below the monthly rate in return for your commitment to the whole term. When it ends:

- **It renews automatically** for a further term of the same length unless before its last day you choose a monthly subscription, a 12, 24 or 36-month term, or to cancel. Whichever term it renews for, its committed seats are counted again on the day it renews, under 6.3, so they fall if you have fewer user mailboxes and rise if you have more.
- **We tell you at least 60 days before it ends**, by email to your account owner and accounts contact and in the portal, and, unless you have already made your choice, remind you 30, 14 and 7 days before it ends, with the price of each term you can choose and the versions of this agreement that will govern it. If your reseller bills you, we tell your reseller at least 60 days before it ends instead, your reseller tells you, and you make your choice through your reseller, which records it in the service for you.
- **The renewed term is a new commitment**, at the price in our latest renewal offer for the term length you choose, or the price we have agreed with you in writing. Our notice is our first offer. If we change our prices with effect on or before the day the new term starts, we send you a revised offer when we announce the change, and it replaces the earlier one; a revised offer that raises a price is always sent at least 31 days before the new term starts. Once your choice is saved in the portal, its price is held: a later rise does not apply to it, but a later cut does. If your reseller bills you, the price you pay is the one you agree with your reseller. The new price applies from the first monthly invoice for a period starting on or after the day the new term starts.
- **The renewed term is governed by the versions of this agreement in force when it starts.** If we bill you, you may accept them in the portal before it starts. If you have not chosen to cancel by its last day, you are treated as having accepted them when the new term starts, and we record that acceptance. Whatever you choose, any subscription that continues is governed by those versions; if you do not want to continue on them, you may cancel, as the first point allows.

6.6 Seats in use. Each month you are billed for the number of user mailboxes in your Microsoft 365 directory, not counting shared, room and equipment mailboxes, whether or not they receive a signature, as most recently counted before we raise the invoice. On a committed term you are never billed for fewer than its committed seats. If you have fewer user mailboxes than the minimum number of seats we publish, you are billed for that minimum, unless our published prices or our agreement with you say otherwise. The billing page of the portal shows the number you are billed for. Seats billed above a term's committed seats are billed only for the months you have the mailboxes: they rise and fall with your directory, and do not become part of the term. Once you have paid the rest

of a committed term in one payment under the Cancellation and Refund Policy, no further invoice is raised for that term, including for seats above its committed seats.

6.7 Customers in the European Union. If you are established in the European Union and the EU Data Act gives you the right to switch to another provider, you may end a committed term early for that purpose by giving us two months' notice. We help you take your data with you as section 16.5 describes, and we make no charge for the switch itself. The only fee for ending the term early is the difference between the monthly price and your term price for the months of the term you have used, and it is never more than the fees that would have fallen due for the rest of the term.

6.8 Switching offer. This section applies only if we approve your claim to our switching offer. When we approve it, we show these dates in the portal and send them to your account owner and accounts contact by email: the last day of your free trial; the first and last days of your free months, the first being the day after your free trial ends; and the first day of your committed term, which is the day after your free months end. In this section, "free months" means every day from the first to the last day of your free months, both included, and you "cancel" on the day your cancellation is made in the portal or reaches us under section 10 of the Cancellation and Refund Policy. The offer's terms published on our website, as they stood on the day you claimed, form part of this agreement.

(a) **Your commitment.** By claiming, you commit to the committed term you chose. We give you the free months in return for that commitment, so if you leave before your committed term starts you pay for the days of the free months you used, as any customer on a monthly subscription would have, and nothing more.

(b) **Cancelling on or before the last day of your free trial.** Nothing is payable, and your claim lapses.

(c) **Cancelling on any day of your free months.** Your committed term is cancelled and no Fees are payable for it. Your subscription ends on the day you cancel, or on a later day of your free months that you choose when you cancel. You then pay for every day from the first day of your free months to the day your subscription ends, both included, at our monthly price for the number of seats you would have been billed for under 6.6, each day being charged at that monthly price divided by the number of days in its calendar month. We invoice that amount when you cancel. It is due within 14 days, and we collect it from your payment method.

(d) **Your subscription ending during your free months for another reason.** If we end this agreement under 16.3 for your material breach, or you end the committed term under 6.7, on any day of your free months, you pay the amount described in (c) up to the day your subscription ends, and nothing more; under 6.7 it replaces the fee that section describes. Nothing is payable for your free months if you end this agreement or the subscription during them under 16.3, 4.6 or 13.1 or section 5.2 of the Data Processing Terms, either of us ends it under 18, or we end it under 12.5 or 16.4 or release you under 19.3.

(e) **Once your committed term has started,** this section no longer applies, and the term is cancelled under the Cancellation and Refund Policy like any other committed term.

7. Fees and payment

7.1 Fees are as published on our pricing page or as otherwise agreed in writing, in pounds sterling, and exclude VAT and other taxes, which are added where they apply. If you are outside the UK you are responsible for any tax or duty in your country. If the law requires you to deduct or withhold tax from a payment to us, you will pay such additional amount as ensures that we receive the amount we would have received had no deduction or withholding been made.

7.2 Price changes. We may change our prices on 31 days' notice. A price increase does not apply to a committed term before it renews. On a monthly subscription you may cancel before it takes effect, and if you do, the increase does not apply to you before your subscription ends. Price changes are made under this section, not section 19.

7.3 Late payment. If a payment fails, we retry it and tell your accounts contact. If an invoice is still unpaid 21 days after its due date, we suspend automatic signatures until it is paid, after giving your accounts contact at least 7 days' notice that we will. Your email continues to flow throughout. We may also charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

7.4 Payment details. Card details are held by Stripe. We store only a reference to the card, its brand, its last four digits and its expiry date.

7.5 Disputes. If you dispute an invoice in good faith, tell us by email to support@footer365.com, or by notice under section 20.2, within 30 days of receiving it, saying why, and pay the part not in dispute by its due date. We will not suspend the service for the part in dispute while we try in good faith to resolve it with you. An invoice you

have not disputed within 30 days is treated as accepted, except for an error you could not reasonably have noticed.

8. Your responsibilities

8.1 You are responsible for:

- licensing and maintaining your Microsoft 365 tenant, and for the connector, transport rule and other settings it needs, including when you change your tenant;
- granting the consent and roles the service needs, and for removing them;
- the accuracy of the directory data in your tenant and of any values you type in for your users;
- deciding which of your people may use the portal, and keeping their access secure, including removing access when someone leaves;
- everything done in the service by your users and by anyone acting for you, including your managing reseller while it has permission to work in your portal;
- telling your users and other people whose data is used in signatures what the service does with their data, as the law requires;
- complying with all laws that apply to you and to the mail you send.

8.2 Your use must comply with the Acceptable Use Policy. We may block a campaign link, pause campaigns or suspend use under that policy.

9. Your content

9.1 **Your content is yours, and your responsibility.** You decide all Customer Content: what your signatures, disclaimers, banners and campaigns say and show, which links they contain, and the rules that decide which messages and which people receive them. You are solely responsible for Customer Content and for its effect, including where it was created by your users or by a reseller acting for you.

9.2 **Legal wording.** You are responsible for making sure your email carries every disclosure, disclaimer and other wording that the law requires in each country your users send email from or to, and in your industry, such as your company's registered name, number and office, regulatory status, and the requirements of marketing law. The service does not check that your content is complete or lawful.

9.3 **Our examples are not advice.** Templates, sample disclaimers, the disclaimer library, help articles and any other material we provide are examples to help you. They are not legal or professional advice and may not suit your organisation or your country. Any feature that checks or suggests content is advisory only.

9.4 **Your signature may be a legal signature.** A name or signature added to an email can count in law as the sender's signature, for example to agree a contract by email. Adding a signature on your behalf does not make us responsible for the legal effect of the email it is added to.

9.5 **Your promises about your content.** You promise that Customer Content, and our use of it to provide the service:

- is lawful, accurate and not misleading;
- does not infringe anyone's intellectual property or other rights, and that you have the rights to every logo, image, trade mark and photograph in it;
- complies with marketing law, including the Privacy and Electronic Communications Regulations, and that you have any consent it needs;
- complies with the Acceptable Use Policy.

9.6 **Indemnity.** You will indemnify us against all losses, damages, costs (including reasonable legal costs) and, to the extent the law allows them to be indemnified, fines and penalties, arising from any claim or action by a third party or a regulator that arises from Customer Content, from Customer Data, from your settings in the service or in your Microsoft 365 tenant, from your campaigns, or from your or your users' use of the service in breach of the Acceptable Use Policy or the law. This does not apply to the extent that you show that the claim was caused by a defect in the service, or by our breach of this agreement or our negligence. A signature, disclaimer or banner that the service produced correctly from your templates, rules, settings and directory data, as they stood when the message was sent, is not a defect, even if that information was wrong or incomplete. We will tell you promptly of any such claim, make no admission about it without your agreement, let you conduct its defence and settlement at your cost, give you reasonable help at your cost, and take reasonable steps to reduce our loss.

9.6A Our records. Our record of each message the service processed, the versions of your templates, and our audit log, which records each change to your rules and settings, are evidence of what the service did and of the templates, rules and settings in place when it did so, unless shown to be wrong. We keep them for the periods in our data retention policy.

9.7 Removing content. We may remove, block or stop serving any Customer Content, or suspend a campaign or a feature, if we reasonably believe it is unlawful, infringes someone's rights, breaches the Acceptable Use Policy, or exposes us or others to harm. We will tell you when we do so, unless the law or a regulator prevents us.

9.8 Licence to us. You give us a non-exclusive, worldwide, royalty-free licence to host, copy, process, transmit and display Customer Content only as needed to provide the service to you. The licence ends when we delete Customer Data and Customer Content under section 16.5 after this agreement ends. Images and files you upload for use in email are publicly reachable by their address, which is how they are shown in recipients' email, so do not upload anything you need to keep confidential.

10. Data protection

10.1 Each party will comply with the data protection law that applies to it.

10.2 When the service processes personal data on your behalf, including the directory data synced from your tenant, the information recorded about the messages it handles, and the details of clicks on campaign links, you are the controller and we are your processor. The Data Processing Terms apply to that processing and form part of this agreement.

10.3 We are controller of the personal data we use to run our relationship with you, such as your contacts, portal users, billing details and sign-in records, as described in our privacy policy.

10.4 Your managing reseller, when it works in your portal or manages your account, does so on your instructions, as your own processor and not as our sub-processor. You are responsible for having an agreement with it that meets the requirements of data protection law. We provide the means by which it works in your portal and record what it does there, and we are responsible for the security of those means.

11. Confidentiality

Each party will keep the other's confidential information confidential, use it only for the purposes of this agreement, and disclose it only to its own staff, professional advisers, insurers and sub-processors, and in our case to your managing reseller, who need to know it and are bound by a duty of confidentiality no less strict, or where the law, a court or a regulator requires, in which case it will tell the other party first where it lawfully can. This does not apply to information that is public, already known to the recipient, or independently developed. This duty lasts for five years after the agreement ends, and without limit for trade secrets.

12. Intellectual property

12.1 We and our licensors keep all rights in the service, its software, its documentation, and the templates and other materials we provide. You receive a non-exclusive, non-transferable right to use the service during your Subscription for your own business. You must not copy, resell (unless you are an approved reseller under a separate agreement), reverse engineer, or build a competing product from the service, except as the law permits.

12.2 You keep all rights in Customer Content and Customer Data.

12.3 We may use feedback you give us to improve the service, without any obligation to you.

12.4 We may use anonymous and aggregated information about how the service is used, which does not identify you or any person, to run and improve the service.

12.5 **Our indemnity.** We will indemnify you against the damages and costs (including reasonable legal costs) finally awarded against you, or agreed by us in settlement, on a claim by a third party that your use of the service in accordance with this agreement infringes that party's intellectual property rights in the United Kingdom, provided you tell us promptly of the claim, let us conduct its defence and settlement, make no admission about it, and give us reasonable help at our cost. If such a claim is made or is likely, we may obtain the right for you to keep using the service, change the service so that it does not infringe, or, if neither is reasonably possible, end the affected Subscription and refund the Fees paid in advance for the period after it ends. This covers the software and the templates, icons, images and sample wording we supply, used as we supply them. It does not cover a third party's trade mark that we show, at your choice, to identify that third party's service, such as a social network's logo on a link to your profile there. It does not apply to a claim arising from Customer Content, from a change you made to

what we supplied, or from the use of the service with anything we did not supply. This indemnity is subject to the limit in section 14.3, or during a free trial in section 14.4, and is our entire liability for infringement of a third party's intellectual property rights.

13. Warranties

13.1 We will provide the service with reasonable skill and care, and it will perform materially as described in its documentation. If it does not, tell us, and we will use reasonable efforts to correct it. If we cannot do so within a reasonable time, you may end the affected Subscription and receive a refund of fees paid in advance for the period after it ends. This is your only remedy for a failure of the service to perform as described in its documentation, but it does not limit your rights under section 14 where the failure results from our failure to use reasonable skill and care.

13.2 Except as expressly set out in this agreement, the service is provided "as is", and all other warranties, conditions and terms, whether implied by statute, common law or otherwise, are excluded to the extent the law allows. We do not warrant that the service will meet your particular requirements, that it will be uninterrupted or error-free, or that it will be compatible with every email client or device.

14. Liability

14.1 **What is never limited.** Nothing in this agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot be limited or excluded by law.

14.2 **Losses we are not liable for.** Subject to 14.1, we are not liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any of the following, whether direct or indirect:

- loss of profit, revenue, business, contracts or anticipated savings;
- wasted expenditure;
- loss of goodwill or damage to reputation;
- business interruption;
- loss, corruption or destruction of data, or of any message, except that the reasonable cost of restoring or re-creating Customer Content lost or corrupted through our breach of this agreement, including from our backups where they exist, is recoverable within the limit in 14.3;
- any loss arising from Customer Content, or from the content or legal effect of any email;
- any loss arising from a message being sent without a signature, or later than it otherwise would have been, in the circumstances described in section 4.3, unless that results from our failure to use reasonable skill and care;
- any indirect or consequential loss.

14.2A **Losses you are not liable for.** Subject to 14.1 and 14.5, you are not liable to us for loss of profit, revenue, business, contracts or anticipated savings, loss of goodwill or damage to reputation, or any indirect or consequential loss.

14.3 **The cap.** Subject to 14.1 and 14.5, each party's total liability to the other arising under or in connection with this agreement, in any 12-month period beginning with the date your organisation first accepted this agreement or our earlier terms of service, and each anniversary of it, is limited to the greater of:

- the Fees paid by you, or by your reseller for your Subscription, in the 12 months before the event giving rise to the first claim in that period; and
- GBP 1,000.

14.4 **Free trials and free use.** During a free trial, and for any other free use of the service, our total liability is limited to GBP 100, except for breach of section 10, section 11 or the Data Processing Terms, where it is limited to GBP 1,000.

14.5 **What the limits do not cover.** The limits and exclusions in 14.2A and 14.3 do not apply to your obligation to pay the Fees, to your indemnity in section 9.6, or to either party's liability for infringing the other's intellectual property rights.

14.6 **Why these limits are fair.** The Fees reflect these limits. The service does not store the content or attachments of your email, and the directory data it holds is a copy of what you hold in Microsoft 365. You are better placed than we are to know the value of your email and your business, to check your content, and to insure

against loss, including the cost of responding to a personal data breach, under your own cyber insurance. You should consider insurance for the losses this section excludes or limits.

15. Suspension

We may suspend all or part of the service, with notice where practicable:

- if an invoice is unpaid, as set out in section 7.3;
- under the Acceptable Use Policy or section 9.7;
- if your use threatens the security, integrity or availability of the service or of others' use of it;
- if the law, a regulator or a court requires it.

We will lift the suspension once the reason for it has ended. Suspension does not end your Subscription. You remain liable for the Fees during a suspension caused by your non-payment, your breach of this agreement or the Acceptable Use Policy, or your own use threatening the service, but not during a suspension for any other reason.

16. Term, cancellation and termination

16.1 This agreement starts when you accept it and continues while you have a trial or a Subscription, or are waiting to add a payment method after a trial under section 6.1.

16.2 You may cancel under the Cancellation and Refund Policy. A customer billed by a reseller cancels through that reseller.

16.3 Either party may end this agreement by notice if the other:

- commits a material breach that is not remedied within 30 days of notice asking for it to be remedied;
- becomes insolvent, enters administration or liquidation (other than a solvent reorganisation), has a receiver appointed, makes an arrangement with its creditors, or anything equivalent happens in any country, except that we may end this agreement on this ground only as section 16.3A allows.

16.3A If you become insolvent. Where the law prevents us from ending this agreement, or stopping the service, because you have entered an insolvency procedure, the service continues for as long as your insolvency practitioner wishes to keep using it. Each month continues to be invoiced in advance and must be paid by its due date, and if an invoice for a period after the procedure began is not paid, we may suspend the service and end this agreement under sections 7.3 and 16.3. While the law protects you in this way, fees for the period before the procedure began are a claim in the insolvency: while it lasts, we will not suspend the service or end this agreement because they are unpaid, and we will not make continuing the service conditional on their being paid. We may also end this agreement with your insolvency practitioner's agreement, or where a court allows it. If your reseller bills you, it is for your insolvency practitioner and your reseller to agree whether the service continues and on what terms. Once we have confirmed that you have entered administration or liquidation, your reseller may end your subscription, and this agreement then ends; your reseller is responsible to you for ending its own supply to you lawfully. If your insolvency practitioner asks, we will continue the service on a monthly subscription instead of a committed term, and any Fees for the rest of the committed term remain owed as a claim in the insolvency. Where the law does not prevent it, we may end this agreement by notice under section 16.3.

16.4 We may also end this agreement on 90 days' notice if we stop providing the service to all customers. If we do, no Fees are payable for any period after it ends, including the rest of a committed term, and we refund any Fees paid in advance for that period.

16.5 When the agreement ends:

- automatic signatures stop and the service stops processing your mail;
- we remove the transport rules and connectors we created in your tenant and turn the native Outlook signature features back on, check with Microsoft 365 that each has been done, record the result in the audit log we keep for your account, and tell your account owner and technical contact by email what was done; if we no longer have access to your tenant, we tell them what you need to remove;
- you are responsible for removing the service's consent and any remaining settings from your tenant;
- for 30 days after it ends you may export your data, or ask us for a copy of it, as section 9 of the Data Processing Terms describes, after which we delete Customer Data and Customer Content as set out there and in our privacy policy, apart from what the law requires us to keep, such as invoices;
- Fees for the service provided up to the date it ends, and any amount payable under the Cancellation and Refund Policy, become due at once, except that no Fees are payable for any period after it, or the affected

Subscription, ends where you ended it under 16.3, 4.6 or 13.1 or section 5.2 of the Data Processing Terms, either of us ended it under 18, or we ended it under 12.5 or 16.4 or released you under 19.3; where you ended a committed term under 6.7, only the fee that section describes is payable for the term; where your subscription ended during a switching offer's free months, only the amount 6.8 describes is payable, if any. If we bill you and we end it under 16.3 for your material breach during a committed term, the Fees for the rest of that term also become due at once, as if you had chosen to pay the remainder of the term now under the Cancellation and Refund Policy.

16.6 Sections 7, 9.5, 9.6, 11, 12, 14, 16.5, 21 and any other terms that by their nature are meant to survive, continue after the agreement ends.

17. Moving to another reseller

17.1 Asking. If you want a different reseller to manage your account, ask them to add you in their reseller portal. You are asked to approve the move. Only your own Super Admin can approve or decline it, signed in to the customer portal. You have seven days to answer, after which the request lapses and nothing changes.

17.2 Your current reseller cannot block the move. Once you approve, your current reseller is asked when its service to you ends: at the end of the current billing month, at the end of the next one, or at the end of your committed term. It may instead ask Footer365 for another date, giving a reason. Footer365 decides, acting reasonably and in good faith, and its decision is final for the purposes of the move, without affecting any claim between you and your current reseller. If your current reseller does not answer within 14 days, you move after the next full month's billing.

17.3 If Footer365 bills you directly with no reseller, you move on the first day of the month after you approve, or at the end of your committed term if that is later.

17.4 Committed terms. If you are part-way through a committed term, you stay with your current reseller until it ends, unless it releases you sooner. If it releases you early, the term carries on with your new reseller on the same commitment. If it will not release you early, you may ask Footer365 to review that. Footer365 will release you where your current reseller has materially failed to provide the support or service it owes you and has not put that right within 30 days of being asked, and otherwise decides acting reasonably and in good faith. Its decision is final for the purposes of the move, without affecting any claim between you and your current reseller.

17.5 Money owed. If Footer365 bills you directly and any of your invoices are past due, the move waits until they are paid. If they are not paid within 30 days of your approval, the request is closed.

17.6 Billing is never doubled. Every day of service is billed once, to whichever party manages your account that day. Days already invoiced in advance by the party you are leaving, for the period after the move, are credited back to whoever paid for them.

17.7 On the day you move, your new reseller manages your account, and the contact and billing details it entered are applied. Permission for a reseller to work in your portal is switched off, because you gave it to your previous reseller. You may turn it on for your new reseller.

17.8 Your history stays yours. Your new reseller sees your audit log and invoices only from the day you move.

17.9 Only one request to move your account can be open at a time. Resellers are never told each other's names.

18. Events outside our control

We are not liable for any delay or failure caused by an event beyond our reasonable control, including a failure or change of Microsoft 365, the internet, power or telecommunications, a failure of a hosting or payment provider whose effect we could not have avoided by reasonable precautions, a cyber attack we could not reasonably have prevented, fire, flood, pandemic, war, terrorism, strike, or an act of government. This does not excuse a failure to pay. We will tell you promptly of such an event and use reasonable efforts to reduce its effect. If it prevents the service from adding signatures for more than 30 days in a row, either party may end the affected Subscription by notice, no Fees are payable for the period after it ends, and we refund any Fees paid in advance for that period.

19. Changes to this agreement

19.1 Notice. We may change this agreement and the documents that form part of it, acting reasonably and in good faith. We will give at least 31 days' notice of a change before it takes effect, by email to your account owner and accounts contact and in the customer portal, and publish the new version on our website with the date it takes

effect and a summary of what changes. The notice will say whether we consider the change to be a material change.

19.2 Accepting a change. A Super Admin, or anyone with permission to manage billing, may accept a change in the customer portal at any time during the notice period. If no one has accepted or objected at least 7 days before the change takes effect, we remind your account owner and accounts contact by email. If you have not objected under 19.3 by the date the change takes effect, you are treated as having accepted it on that date, whether or not you continue to use the service, and we record that acceptance. You agree that this is how changes are made to this agreement.

19.3 Material changes during a committed term. If you are in a committed term and a change is materially against your interests, you may object to it by notice to us, or through the portal, before it takes effect, saying why. We will answer within 10 business days, acting reasonably and in good faith.

- **If we agree that the change is materially against your interests**, we will either keep providing the service to you without the change until your committed term ends, or, if we cannot do that, release you from the rest of the term, so that your Subscription ends on the date the change takes effect for you, with no fee for the rest of the term and a refund of any Fees paid in advance for the period after that date.
- **If we do not agree**, we will explain why. If we cannot settle it between us within a further 20 business days, either of us may refer the question of whether the change is materially against your interests to an independent expert nominated by the Centre for Effective Dispute Resolution, who acts as an expert and not as an arbitrator. The expert's decision is final and binding on that question, and the expert's fees are paid by whichever of us the expert decides against. If the expert decides that the change is materially against your interests, the previous point applies from the date of the decision, and if we applied the change to you before then, your release takes effect from the date we did.
- Being released under this section is your only remedy for that change.

A change is materially against your interests only if it has a significant negative effect on how you use the service, for example if it removes or materially reduces a core feature without providing something equal or better that does the same job, materially reduces the security of the service or the protection of your data, increases your liability or obligations, or reduces ours. A change in price is not a change under this section: prices change under section 7.2, and a new price applies to a committed term only when it renews. How we describe a change does not decide whether it is material.

This section does not apply to a monthly subscription, which you may cancel under section 6.4. If you cancel a monthly subscription before a change takes effect, the change does not apply to you before your subscription ends.

19.4 Changes that take effect sooner. A change may take effect on shorter notice where it is needed to comply with the law, a court or a regulator, or to deal with a threat to the security of the service that cannot wait for the notice period. If such a change is materially against your interests, you may still object under 19.3 within 31 days of being told of it.

19.5 What this section does not cover. Prices change under section 7.2, not this section. A renewed committed term is governed by section 6.5.

19.6 The Acceptable Use Policy, the Security description and the list of Sub-processors may be updated on our website without your acceptance. We will tell you of an update to the Acceptable Use Policy or the Security description in the portal and by email at least 31 days before it takes effect, unless it is needed sooner for a reason in 19.4, and if the update is materially against your interests you may object under 19.3. Changes to the list of Sub-processors follow the Data Processing Terms.

19.7 No other change to this agreement is binding unless it is in writing and signed, including electronically, by both parties. Every earlier version of each document remains available on our website.

20. General

20.1 Entire agreement. This agreement is the entire agreement between us about its subject, and replaces any earlier agreement or understanding. You confirm you have not relied on any statement not set out in it. Nothing in this section limits liability for fraud.

20.2 Notices. We may give notices by email to your account owner or accounts contact, or in the portal; a notice of a change under section 19, or of a renewal under section 6.5, is always given both by email and in the portal, to you or, for a renewal where your reseller bills you, to your reseller. You may give notices by email to

legal@footer365.com. A notice sent by email is treated as received when it is sent, unless a delivery failure message is received. In this agreement a "day" is a calendar day, including weekends and public holidays, and a "business day" is a day other than a Saturday, a Sunday or a public holiday in England. You must keep the email addresses of your account owner, accounts contact and technical contact up to date.

20.3 Assignment. You may not transfer this agreement without our consent, which we will not unreasonably withhold for a transfer to a company in your group or a buyer of your business. We may transfer it to a company in our group or to a buyer of our business that agrees to be bound by it, on notice to you.

20.4 Sub-contracting. We may use sub-contractors and sub-processors, and remain responsible for them as set out in the Data Processing Terms.

20.5 Third parties. No one other than the parties has any right to enforce this agreement under the Contracts (Rights of Third Parties) Act 1999.

20.6 Severance. If any part of this agreement is found invalid or unenforceable, it applies with the least change needed to make it valid, and the rest continues. Where the law of your country gives you rights that this agreement cannot exclude, this agreement applies as far as that law allows.

20.7 Waiver. A delay in exercising a right is not a waiver of it.

20.8 No partnership. Nothing in this agreement creates a partnership, joint venture or agency between us.

20.9 Export and sanctions. You will not use the service, or allow it to be used, in breach of export control or sanctions law, or by any person subject to sanctions.

21. Governing law and jurisdiction

21.1 This agreement, 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, is governed by the law of England and Wales.

21.2 The courts of England and Wales have exclusive jurisdiction. This does not prevent either party from seeking an urgent injunction, or enforcing a judgment of those courts, in any other court with jurisdiction.

21.3 The United Nations Convention on Contracts for the International Sale of Goods does not apply.