



Terms and Conditions

1. Introduction

These Terms and Conditions constitute a legally binding agreement between:

1. **Arlee** ("we", "us", or "our") as the provider of the products and services; and
2. **You** (the partner or customer utilising our products and services).

By accessing or using any of our products or services, you confirm your acceptance of these Terms and Conditions, together with any Order Confirmation issued by us. These collectively form the complete agreement between the parties.

2. Key Definitions

1. **Agreement:** The contract between you and Arlee, incorporating these Terms and your Order Confirmation.
2. **API:** A digital interface facilitating interaction between Arlee systems and third-party systems.
3. **Bundle:** A set of licences packaged together with an Arlee product.
4. **Confidential Information:** Non-public information relating to business operations, products, clients, or strategies.
5. **Customer:** An entity using Arlee for its own internal business operations.
6. **Customer Data:** Information uploaded or submitted to the Arlee platform by you or your permitted users.
7. **Fees:** Charges outlined in the Order Confirmation and payable for use of Arlee services.
8. **Initial Term / Further Term:** The original subscription duration and any subsequent renewal periods.
9. **Licence:** Authorisation to access and use Arlee services in accordance with the Agreement.
10. **Order Confirmation:** A document provided by Arlee confirming the details of your purchase.
11. **Partner:** An entity using Arlee to provide services to its own clients.
12. **Permitted Users:** Your employees or clients authorised to access Arlee.

13. **Trial:** A time-limited access period allowing evaluation of Arlee services.

3. Ordering Process

1. You may browse and select products via the Arlee website.
2. Submission of an order constitutes an offer to purchase the specified product(s).
3. We will confirm acceptance upon successful payment or completion of a trial period.
4. The Agreement is effective from the date of Order Confirmation ("Start Date").
5. Subscriptions automatically renew unless cancelled as per these Terms.
6. Additional products may be ordered and incorporated into the existing agreement or a new agreement, subject to confirmation.

4. Fees and Payment Terms

1. Fees must be paid in accordance with your Order Confirmation.
2. Prices are exclusive of VAT and other applicable taxes.
3. You may be invoiced by a local Arlee affiliate based on your jurisdiction.
4. If usage exceeds agreed limits:
 - a. Additional charges may apply.
 - b. Your plan may be upgraded accordingly.
5. Fee adjustments will be communicated at least one month in advance.
6. In case of non-payment:
 - a. Access to services may be suspended.
 - b. Interest may be charged on outstanding amounts.
 - c. Services may be terminated after 30 days of non-payment.
7. Plan changes:
 - a. Upgrades take immediate effect and are billed on a pro-rata basis.
 - b. Downgrades are effective at the end of the current term, subject to advance notice.

5. Use of Arlee Products

1. Licences are granted for use by you and your permitted users.
2. You are responsible for all user conduct on your account.
3. Misuse may result in restricted or revoked access.

4. Trial accounts are temporary and may include limited features.
5. You shall not modify, reverse-engineer, or tamper with Arlee systems.
6. We may audit your usage to ensure compliance.
7. Arlee is provided on an "as is" basis and may not meet all specific requirements.
8. No guarantees are made regarding uninterrupted service or error-free performance.

6. Customer Data

1. You retain ownership of all Customer Data.
2. You are responsible for its accuracy and legality.
3. We may use Customer Data solely to deliver and improve our services.
4. You must maintain your own data backups.
5. In case of data issues, we will make reasonable efforts to restore data from our backups.
6. You agree to indemnify us for any legal claims arising from your Customer Data.

7. Intellectual Property

1. Arlee retains all rights to its products and intellectual property.
2. You are granted a licence to use, not ownership of, the services.
3. In the event of a third-party claim of infringement:
 - a. We may obtain a necessary licence;
 - b. Modify or replace the affected product;
 - c. Or issue a refund and terminate the agreement.
4. Any data you own remains your property. You grant us a limited licence to use it to support our services.

8. Termination of the Agreement

1. You may terminate with 30 days' written notice prior to the renewal date.
2. The agreement may be terminated if either party materially breaches the terms and fails to remedy within 30 days.
3. We may terminate or suspend the agreement if:
 - a. The account is inactive for over 3 months;
 - b. There is a change in ownership;

- c. Or for other legitimate business reasons, with notice.
- 4. Upon termination:
 - a. You must cease use of Arlee;
 - b. Outstanding fees must be paid;
 - c. Data may be returned or deleted, depending on your timely request.

9. Confidentiality

- 1. Both parties must treat confidential information with strict confidentiality.
- 2. Disclosure is permitted only if:
 - a. The information is public;
 - b. It was obtained lawfully and independently;
 - c. It is shared by a third party legally;
 - d. Or required by law or court order.
- 3. Shared information may be disclosed to authorised employees or agents under confidentiality obligations.
- 4. Reasonable notice will be provided before mandatory legal disclosures, where possible.

10. Limitation of Liability

- 1. We shall not be liable for:
 - a. Advice given or received via Arlee;
 - b. Errors in regulatory submissions;
 - c. Data issues caused by your systems or internet failures.
- 2. Our total liability is limited to the fees paid during the relevant term.
- 3. We shall not be liable for indirect, incidental, or consequential damages, except in cases of willful misconduct.
- 4. We do not exclude liability for death, personal injury, or fraud.

11. General Provisions

- 1. We may update these Terms. Continued use implies acceptance.
- 2. Invalid clauses shall not affect the remainder of the Agreement.
- 3. This Agreement does not create third-party rights.
- 4. Claims must be brought by you, not individual users.

5. This Agreement is governed by the laws of England and Wales. Disputes shall be resolved in English courts.
6. This document constitutes the full agreement between the parties.
7. We may reference your business in marketing materials.
8. We are not liable for events beyond our reasonable control.
9. Assignment of this Agreement requires our consent. We may assign it to an affiliate or successor.
10. Failure to enforce a provision is not a waiver of rights.
11. Each party must comply with applicable laws.
12. All notices must be in writing and sent via email to the designated contact. Notices to Arlee should be directed to support@arlee.io.