



The OrderWise Cloud Terms And Conditions

Duration of OrderWise Cloud Solution

All OrderWise Cloud solutions run for a period of 12 months and cannot be cancelled or paused once the server has been commissioned. If the server is required for training it will be commissioned beforehand, and your contract will start running at this time.

Payment Terms

Payment for your OrderWise Cloud solution must be made as a one-off fee to cover the full 12 months.

Setup Service

Our setup service includes the following tasks, which will be carried out by a member of our Technical Support Team:

- **Creation of the Private Cloud**
- **Installation of the Operation System**
- **Deployment of Remote Desktop Services**
- **Creation of a Server User List**
- **Setup of User Level Access**
- **Installation and setup of SQL Express (or SQL for customers who have been advised that this is a requirement)**
- **Installation and setup of the OrderWise software**
- **Installation and setup of the a backup solution**

Important Notes On Setup

- **For customers who purchase hosting on the OrderWise Cloud along with their OrderWise software, we will aim to provide access to the OrderWise Cloud within 5 working days of the last day of training. The exception to this is if the server is required for training, in which case it will be commissioned beforehand, and your contract will start running at this time**
- **For existing customers, we will aim to provide access to the OrderWise Cloud within 5 working days of receipt of full payment and setup fee.**

Monthly Maintenance Service

Monthly maintenance of your server will be carried out by our Support Team during the hours of **8am and 5pm, Monday to Friday (Bank Holidays excluded)**. Maintenance could include the restarting of the server and may involve people needing to log out of OrderWise, so it needs to be carefully managed to ensure minimum disruption to your business. Upon setting up your OrderWise Cloud solution, our Support Team will schedule your monthly maintenance to be carried out at the same time each month. If it is necessary to restart the server or log people out of OrderWise as part of the maintenance, a member of Support will contact you to arrange a suitable time for this to be done.

A member of our Support Team will contact you the day before the maintenance is carried out to remind you of this so that you can arrange for people to log out of the system if necessary.

The following will be included in your monthly maintenance:

- **Installation of any available critical operation system updates**
- **Installation of OrderWise updates if applicable (for customers with a valid upgrades contract only)**
- **Monitoring of backups to ensure data integrity**
- **Test restore of a recent database backup to ensure that these are working correctly**
 - Backups are taken daily every night and stored on a separate backup storage server.
 - Backups are overwritten every 10 days (not 10 working days). Therefore the maximum number of days an OrderWise backup can be restored is from 10 days ago.
 - **If this backup provision is not sufficient for your business needs you must notify us in writing for which an alternative backup strategy can be quoted.**
- **Monitoring of windows logs for warnings of potential issues Please note that the maintenance service does not include maintenance of OrderWise and that it is your responsibility**

Please note that the maintenance service does not include maintenance of OrderWise and that it is your responsibility to carry out period end procedures and monthly housekeeping tasks on your OrderWise data.

Pro-Active Maintenance

Although our Support Team will check your backups on a monthly basis to ensure that they are working correctly, the backup service will also be set to notify them immediately should a backup fail. The reasons for the failure will be investigated and any necessary steps taken to resolve the problem. You will also be notified of the backup failure so that you can take a manual backup of your data.

Pro-Active Upgrade Advice

With the OrderWise Cloud it can be difficult to tell how much of the available processor power, memory or hard drive space you are using. We will therefore set your OrderWise Cloud server with a usage threshold of 85%. If at any time your processor, memory or hard drive is working at more than 85% capacity for a period of 5 minutes our Support Team will receive an email notifying them of this fact. This will be logged and monitored, and if we receive further notifications of the same nature, our Support Team will pass this information to your Account Manager who will contact you to notify you of this and discuss the possibility of upgrading your server specifications to ensure that you continue to receive optimum service from your OrderWise Cloud solution.

Cloud Support

OrderWise Cloud Support is available from **8am to 5pm, Monday to Friday (excluding Bank Holidays)**. To log an issue with your server please contact our Support Team on 01522 704083 and advise our Reception Team that you are experiencing issues with your OrderWise Cloud solution. A call-back request will then be logged with our Cloud specialists within the Support Team. Our specialists will liaise with you to determine the nature of the issue and will then access your server remotely to try and solve the issue. If they are unable to do so they will then contact the hosting company directly to resolve the issue as quickly as possible.

Cloud Availability

All hosting on the OrderWise Cloud is provided via a third party data hosting centre that specialises in the provision of Cloud Hosted servers. Even though most servers are reliable it is important to note:



- All servers will fail at some point and it is therefore recommended that this fact is understood and plays a part in any backup strategy and backup server strategy. No guarantees of server availability can be provided.
- Server uptime and availability cannot be guaranteed. A server could stop working for a variety of different reasons throughout the working day and could be unavailable for a considerable period of time until it fixed. This could be several hours or several days. Even if the server is brought back up it may have to have a previous backup restored to it, which could potentially mean there is loss of data and business interruption.
- If uptime and availability is of paramount to your business a separate backup Cloud server should be employed should the primary server fail in order to minimise (not negate) the risk. In this case the last available backup will be restored which potentially could be up to 24 hours old. Backup Cloud servers are available at an additional cost and unless specifically identified on your quotation are not included in the package purchased.

Printing Performance

Some clients, depending upon the hardware they use and their internet speed, may benefit from purchasing a third party piece of software called ScrewDrivers to aid with printing speed and printer mapping. Until your OrderWise Cloud solution has been set up and implemented, we are unable to know if you would benefit from this software. If you feel you would benefit from using this software, please contact a member of our Support Team who will be able to organise an order for the ScrewDrivers software at a current cost of approximately £850.

Additional Systems

Like many of our customers, you may wish to link your OrderWise software to external systems, for example accounting software. The following is a list of the additional systems that can link with OrderWise and whether they are compatible with hosting on the OrderWise Cloud:

System	Comments
Sage 50	Will work via a bridge application installed on the desktop of a local machine
QuickBooks	Will work via a bridge application installed on the desktop of a local machine
Courier Software	This will need to be tested on a courier by courier basis, and may require a bridge application to be installed on the desktop of a local machine
TAPI	The OrderWise Cloud solution is not compatible with TAPI
Postcoder API	If you own Postcoder API software this will be installed on the virtual server for you and will then work as normal
SagePay	Will work as normal, no bridge applications required
Outlook Add-In	The OrderWise Cloud solution is not compatible with the Outlook Add-In
eCommerce	Will work as normal, no bridge applications required



At The End of the OrderWise Cloud Solution

At the beginning of the final month of hosting you will be automatically sent a quotation to renew your contract for a further year. This quotation will be based on your current hosting setup and payment method, but please feel free to contact us at this time to discuss upgrades to your Cloud.

Please note that we will require your full payment **a minimum of 10 working days prior to the current contract ending, to ensure service can continue without a break.**

Should you choose not to renew for a further 12 months, one of the following will happen:

- **If you have an existing support contract with us a member of our Support Team will contact you around a week before the hosting contract expires and will arrange a time with you to collect a final backup of your data. Once the backup has been taken, this will be uploaded to our own server and you will be emailed a link to download. To ensure that the backed up data remains up to date you will need to arrange for staff to stop using OrderWise for a short period of time, as long as it takes to get the data backed up, transferred to our server, downloaded to your new server / Cloud solution and restored. It is therefore important that you plan carefully for this changeover period and that you ensure that OrderWise is already installed on your new server / Cloud solution, ready for the data to be restored.**
- **If you do not have an existing support contract, our Support Team will be unable to assist you with collecting the data. You will therefore need to plan carefully to ensure that the data is backed up before the contract expires, as neither you nor we will have access to your server once the contract has ended. As with the first option you will need to ensure that staff stop work for a short period of time, you will then need to run the standard OrderWise backup, transfer to a location on your local network and restore to your new server / Cloud solution.**

General Terms and Conditions

By signing up for the Services you warrant that you are at least 18 years old, and legally capable of entering into a binding contract; or acting with the express permission and using the payment details of a person or organization who in turn is agreeing to be bound by the terms of this contract.

By nature of owning an OrderWise account, you accept these Terms & Conditions.

1. Definitions

- "Agreement" means any agreement to which these terms & conditions are incorporated.
- "OrderWise" means Wise Software (UK) Limited. 1.3 "Package" means a collection of Services.
- "Pay As You Go" means OrderWise no minimum term commitment monthly payment option.
- "Prices" means the Prices for the Services set out in order form or as otherwise notified to you.
- "Services" means the Services to be provided by OrderWise.
- "You/Your" means the person or company who purchases Services from OrderWise.



eCommerce
& Websites



Order
Management



Marketing
& CRM



Warehouse
Management



Stock Control



Mobile WMS
Devices



Manufacturing
& Kitting



Business
Intelligence



Accounts

2. Duration and Renewal of Services

- Services for which payment is required on a monthly basis are available for fixed 12 month, 24 month or 36 month minimum contract periods. Unless specifically stated to the contrary in the details of the Service and/or Package you purchase, the minimum contract term on all Packages shall be 12 months.
- When Entering into a contract as a consumer (not in the course of conducting business) the Consumer Protection (Distance Selling) Regulations 2000 allow you to cancel the Contract at any time within seven working days, beginning on the day after you receive written confirmation of our acceptance of your order. However, by placing your order for the Services, you agree to us commencing supply of those Services before the seven working days cooling off period has expired. As a result, you will not have the right to cancel the Contract under the Consumer Protection (Distance Selling) Regulations 2000.
- For the avoidance of doubt, any use of the Services and/or any Package in the course of conducting business shall give rise to you being a non-consumer and the provisions of this Agreement affecting the statutory consumer protection you would otherwise be afforded as a consumer shall not apply.
- Unless specifically stated to the contrary in the details of the Service and/or Package you purchase, or agreed by OrderWise in writing prior to purchase, Services are not available on a trial basis. It is your responsibility to ensure that the Services you purchase are suitable for your technical requirements.

3. Cancellations

- You are entitled to cancel the services by contacting OrderWise' cancellation team no more than 30 days prior to the expiry of your minimum contract term, and no less than one working day prior to the next payment date of that service. Once OrderWise accept your cancellation request you will be provided with written confirmation of cancellation in the form of a unique reference number. Cancellation requests will not be deemed to have been received and accepted until this reference number has been issued.
- OrderWise reserves the right to cancel and/or suspend your service at any time without notice if you breach these General Terms & Conditions and/or the Service Specific Terms & Conditions and/or our Acceptable Use Policy.

4. Refunds

- Charges due on a pre-pay basis (together with account set-up fees, where applicable), are nonrefundable.
- In the event that OrderWise cancels your service for reasons other than your breach of contract, you will be entitled to a pro rata refund based upon the remaining period of your current contract term.
- If you contravene your agreement with OrderWise, a refund will not be issued in the event of a cancellation.
- Domain credits are non-refundable as they enable the purchase of domain names at discounted Prices, based on an up-front commitment.
- Credit notes can only be used for payment (or partial payment) of your service, and are nonrefundable.
- Unused reseller funds on account will only be recoverable when the account is closed.

5. Payment

- All Services and Packages must be paid for in advance in accordance with the specific provisions of that Service or Package. In signing up for an OrderWise account you agree to commit to the contract for the fixed term. It is not possible to provide early payment and terminate the contract prior to the expiry of the fixed term.
- Payment will be due on the basis of the Service and/or Package you have selected. If you have purchased "pay as you go" Services or Packages then payment will be required monthly in advance. If you have purchased Services on a fixed 12 month, 24 month or 36 month basis then you will be required to pay on the payment plan you selected, paying in advance or by way of monthly instalments in advance throughout the year.



- You will be invoiced automatically for the next pre-paid period on the basis of your current payment plan at the expiry of the current pre-paid period unless you have cancelled the services in accordance with clause 3.1. Payment of the price will be taken via the payment method specified and will be non-refundable. In cases of failed payment, the invoice will become due and payable to OrderWise in its entirety.
- OrderWise reserves the right to change the prices and/or nature of its services by giving you written notice of those changes. Notice of changes to prices and/or services will be given by e-mail to the e-mail address held in your OrderWise Account. If you have already purchased a particular service then the change in the price or nature of that service will only become effective when the service reaches the end of its current term. You will be charged the new price when the service is automatically renewed at the end of the current term.
- All payments must be made in UK pounds sterling, inclusive of applicable taxes.
- You warrant that you are authorised to make payment using the payment card or facility you disclose to OrderWise. In the event that you are not the named card holder, you acknowledge that you and the party who is the named card holder both accept the Terms & Conditions of OrderWise and are jointly and severally liable for the payment of all prices for which payment will be taken from the payment card. You will indemnify and hold OrderWise harmless in the event that the cardholder or issuer declines any transaction for payments to OrderWise, including all of OrderWise costs in administering your non-payment and obtaining payment of those prices due.
- OrderWise reserves the right to suspend all Services until payment is received in full and all outstanding debt is cleared. Any non-payment of a recurring invoice may be subject to a £20 administration charge. You are responsible for all money owed on the account from the time it was established until OrderWise accepts your cancellation request. You are responsible for any additional costs incurred by OrderWise in the collection of outstanding debt.
- If you fail to pay all prices due, OrderWise reserves the right to interrupt, suspend or cancel the services to you. Such interruption, suspension or cancellation does not relieve you from paying all contractually obligated invoices to OrderWise.
- Any unused credit notes on your account will be taken in payment of your service. Where the value of the unused credit note is less than the total payment due, the remainder of the balance will be taken from the current payment method on your account.

6. Chargebacks

- If you withdraw any payments made via a bank, credit card or PayPal account (a "chargeback") OrderWise will either defend such chargebacks directly with the card issuer, or take appropriate steps to recover the original monies from You in addition to an administration fee of £20+VAT for each inappropriate chargeback raised.
- If a chargeback is made, OrderWise reserves the right to immediately interrupt, suspend or cancel all services within your account. Such interruption, suspension or cancellation does not relieve you from paying all contractually obligated invoices to OrderWise.

7. Appropriate Service use

- OrderWise reserves the right to refuse service and/or access to its servers and/or services to anyone.
- OrderWise reserves the right to move your data to a different server with no prior notice.

8. Scheduled maintenance

- To guarantee optimal performance on the servers, it is necessary for OrderWise to perform routine maintenance. Such maintenance often requires taking OrderWise Services offline, typically performed during off-peak hours. OrderWise will give you advance notice of maintenance requiring the services to be taken offline whenever possible by publishing notice on the OrderWise website.

9. Support

- Support will be provided for hosting in line with the support agreement SLAs for the OrderWise Software. If no support agreement is in place for the OrderWise Software no support will be provided for the hosting.
- Please note we may require suspension of some of OrderWise Services for short scheduled periods to carry out maintenance or repair to OrderWise Services.

10. Reselling of Services

- All Services are intended for use by the primary owner only. Should you choose to resell, store or give away hosting services to other parties, you agree that such activity will be undertaken at your own risk. You also accept responsibility for ensuring that all end users abide by these terms of service.
- OrderWise accept no liability to you or any third parties for losses arising from the Reselling of services as detailed in 10.1.
- OrderWise reserve the right to suspend access to the automated management facilities of the reseller account including the API (Application Programming Interface) if a customer's use is deemed to be affecting the platform for which OrderWise delivers the services.

11. Database Usage

- Microsoft SQL Server Express or SQL Server Standard can be used with OrderWise.

12. Data

- All data created or stored by you within OrderWise's applications and servers are your property. OrderWise shall allow access to such data by only authorised OrderWise personnel. OrderWise makes no claim of ownership of any web server content, email content, or any other type of data contained within the accountholder's server space or within applications on the OrderWise servers.
- OrderWise maintains backups of its servers and infrastructure pursuant to its own archiving and business continuity procedures. In the event of loss of or damage to your data relating to actions made by you or on your behalf you will not be given access to any data stored as part of these procedures.
- In the event of loss of or damage to your data relating to a failure in OrderWise systems or servers, OrderWise will make reasonable commercial efforts to assist you in the restoration of your data, however you accept full responsibility for maintaining adequate backup copies of all your data.
- You shall indemnify OrderWise against all damages, losses and expenses arising as a result of any action or claim that the content or data of your site or content or data accessed from or published as part of the services infringes the intellectual property rights of a third party.

13. Uploads via scripting languages

- We limit uploads made via scripting languages - including PHP, ASP and ASP.NET. Uploads made using PHP are limited to 20MB per file.

14. Passwords

- User names and passwords will be created controlled for you by OrderWise. It is therefore important to let OrderWise know is writing when users should no longer require access to the Cloud Hosted solution.



eCommerce
& Websites



Order
Management



Marketing
& CRM



Warehouse
Management



Stock Control



Mobile WMS
Devices



Manufacturing
& Kitting



Business
Intelligence



Accounts

15. Your personal details

- You warrant that the contact information that you provide to us on establishment of your account is correct.

16. OrderWise Disclaimers and Warranties

- OrderWise does back up your OrderWise data and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, OrderWise cannot guarantee to be able to replace lost data. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by OrderWise.
- OrderWise makes no warranties or representations that any service will be uninterrupted or error-free. You accept all services provided hereunder "as is" without warranty of any kind.
- So far as permitted by law and particularly in respect of non-consumers, all implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) are hereby excluded in relation to each of the services to be provided hereunder to the fullest extent permitted by law.
- For the avoidance of doubt, any use of the services and/or any package in the course of conducting business shall give rise to you being a non-consumer and the provisions of this agreement affecting the statutory consumer protection you would otherwise be afforded as a consumer shall not apply.

17. Liability

- OrderWise shall not be liable for any loss or damage of whatsoever nature suffered by you arising out of or in connection with any breach of this agreement by you or any act, misrepresentation, error or omission made by you or on your behalf.
- OrderWise will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by you or for any wasted management time or failure to make anticipated savings or liability you incur to any third party arising in any way in connection with this agreement or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.
- No matter how many claims are made and whatever the basis of such claims, OrderWise's maximum aggregate liability to you under or in connection with this agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this agreement) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by you for the Hosting Services in relation to which your claim arises during the 12 month period prior to such claim.
- None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of OrderWise, its employees or its sub-contractors.
- OrderWise shall not be liable for any interruptions to the services or outages arising directly or indirectly from:-
 - Interruptions to the flow of data to or from the internet;
 - Changes, updates or repairs to the network or software which it uses as a platform to provide the services;
 - The effects of the failure or interruption of services provided by third parties;
 - Factors outside of OrderWise's reasonable control;
 - Your actions or omissions (including, without limitation, breach of your obligations set out in the agreement) or those of any third parties;
 - Problems with your equipment and/or third party equipment;
 - Interruptions to the services requested by you.



eCommerce
& Websites



Order
Management



Marketing
& CRM



Warehouse
Management



Stock Control



Mobile WMS
Devices



Manufacturing
& Kitting



Business
Intelligence



Accounts

18. Force Majeure

- OrderWise shall not be responsible for any failure to provide any services or perform any obligation under the agreement because of any act of God, strike, lock-outs or other industrial disputes (whether involving the workforce of OrderWise (or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers, work stoppage, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond its reasonable control.

19. Non-Waiver

- The failure of OrderWise to require your performance of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by OrderWise of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

20. Survival

- The provisions, terms, conditions representations, warranties, covenants, and obligations contained in or imposed by this agreement which by their performance after the termination of this agreement, shall be and remain enforceable notwithstanding termination of the agreement for any reason. However, neither party shall be liable to others for damages of any sort resulting solely from terminating this agreement in accordance with its terms but each party shall be liable for any damage from any breach by it of this agreement.

21. Notice

- You agree that any notice or communications required or permitted to be delivered under this agreement by OrderWise to you shall be deemed to have been given if delivered by e-mail, in accordance with the contact information you have provided.

22. Governing Law

- Except as otherwise set forth in the Domain Dispute Policy, your rights and obligations and all contemplated by this agreement shall be governed by English Law and you submit to the exclusive jurisdiction of the English Courts.

23. Legal Fees

- If any legal action or proceeding, including arbitration, relating to the performance or the enforcement of any provision of this agreement is brought by any party to this agreement, the prevailing party shall be entitled to recover reasonable legal fees, expert witness fees, costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

24. Assignment

- You shall not assign, sub-license or transfer your rights or obligations under this agreement to any third party without the prior written consent of OrderWise. However, in the event that OrderWise consents to such an assignment, sub-license or transfer, then this agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.



25. Entire Agreement

- This agreement constitutes the entire agreement between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to herein. This agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

26. Amendment in Writing

- We may update or amend these General Terms and Conditions, the Service Specific Terms & Conditions including any technical specification relating to the Services and/or Package, the Acceptable Use Policy, Privacy Policy and any information relating to the Services/Package from time to time to comply with law or to meet our changing business requirements. We will give you prior notice of any changes to the agreement and you can choose to cancel the services without penalty before the new terms affect you. Display of the modified terms and conditions shall be deemed to be notice to you. You also agree to review the terms and conditions regularly to ensure you are aware of any modifications.

27. Further Assurances

- The parties shall execute such further and other documents and instruments and take such further and other actions as may be necessary to carry out and give full effect to the transactions contemplated by this agreement.

28. Relationship of the Parties

- Nothing in this agreement shall be construed as creating an agency relationship, partnership or joint venture between the parties.

29. Joint and Several Obligations

- If any party consists of more than one entity, their obligations here under are joint and several.

30. No Third Party Beneficiaries

- This agreement does not provide and shall not be constructed to provide any third parties, with any remedy, claim, cause of action or privilege.

31. Severability

- In the event that any provision of this agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this agreement unenforceable or invalid as a whole. OrderWise will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of OrderWise as reflected in the original provision.