

ChurchInsight Service Agreement

Endis Limited (the “**Company**”) is the entity in which the service is agreed.

The **Company** is pleased to provide **You**, later referred to as the Customer Organisation, with access to the Insight system in order to provide an ongoing web site and management service. The service is provided subject to the Endis Limited Standard Terms of Service.

The Customer Organisation agrees to pay the **Company** a Subscription Fee as described in the "Fee Schedule" section of this agreement. The Fee Schedule is valid for the current calendar year or part thereof and will be updated on an annual basis thereafter. The Fee Schedules for each year will be calculated during the month of December for each year of the Service Agreement, with the new Fee Schedule coming into effect from 1st day January of each subsequent year.

Once agreed this Service Agreement will be deemed to be in force from the first day after the initial free trial period.

Fee Schedule: Churchinsight Subscription Fees

This schedule forms part of the Service Agreement between the Customer Organisation and **the Company**.

1. The base monthly fee for the Customer Organisation is calculated using the pricing information listed in the "Pricing" section of this agreement.
2. Use of the Insight Payment Processor facility is optional, but comes at an additional charge. The Customer Organisation must pay **the Company** fees for use of the Payment Processing facility, currently 4% of the transaction fee plus 35p per transaction. The charges for this will be added to **Your** monthly subscription invoice and charged to **You** each month.
3. The subscription fee is payable monthly by Direct Debit or Debit/Credit Card. Please login to the Web Office, and select the “Settings” tab. Select the “Billing” category and choose “Invoicing Details”. Add the billing contact’s details and select the “Add Card Details” button to launch a new window where **You** can securely enter the details of the card that we should bill against.
4. From time to time, **the Company** may make other features available to the Customer Organisation and these features may affect the subscription fee payable to the **Company**. However, the Customer Organisation must approve use of these additional services and will be able to view a report detailing monthly charges and commissions within the Web Office Settings tab.

5. Additional consulting fees for website design, graphics, site implementation and/or development will be payable in full by Direct Debit, Debit/Credit Card or Cheque/BACS payment upon completion of work per a pre-approved budget proposal.

6. Domain Name registrations and renewals will be charged to **Your** credit/debit card or direct debit account registered for **Your** subscription fee. **You** will be sent an invoice for these in advance to the payment being taken. All domains registered at the request of the Customer Organisation will be charged to the Customer Organisation up to 60 days of the domain name's renewal date. To cancel a domain name the Customer Organisation must notify **the Company** in writing before 60 days of the renewal date. Payment by cheque is accepted where the Customer Organisation pays for their Insight fees by Standing Order.

7. If the Customer Organisation's last month subscription is unpaid, and the current month subscription is also unpaid, **the Company** reserve the right to restrict access to the site from public view and restrict site editing by the Customer Organisation. If the Customer Organisation does not submit card details and payment by the 25th of the current month, the Customer Organisation's account will officially be deactivated and the Customer Organisation's account will be cancelled by **the Company**. At that time, if the Customer Organisation wishes to have their site reinstated, or any site with **the Company** created, the Customer Organisation must pay the unpaid balance as well as a £500 up front deposit before access to the Customer Organisation's site will be granted by **the Company**. This £500 up front deposit will be held on account and **the Company** will charge the Customer Organisation for only the monthly subscription fee when the deposit payment has been used in full. The monthly subscription payments will be offset against the £500 deposit paid by the Customer Organisation.

8. The Customer Organisation agrees to abide by **the Company's** fair usage policy for Media storage and file download. The Customer Organisation may store 50GB and use file download of 50GB per month. Additional storage/file download will be charged at £0.75p+VAT per GB.

Pricing:

ChurchInsight Website Only: standard cost £14 Inc VAT per month

People in the ChurchInsight database (Including independent groups and mailing lists) up to 5 (£2 per additional Person)

- Web, email and phone Support Yes
- SMS 7p +VAT per credit

£10 per month for enabling the Donations/Event Booking Features with a payment processing fee of 4% + 35p per transaction.

Starter Plan: standard cost £29 Inc VAT per month

Members (People in your site with Login Enabled) in the ChurchInsight database (Including independent groups and mailing lists) up to 25 (35p per additional Person)

Contacts (People in your site with Login Disabled) in the ChurchInsight database (Including independent groups and mailing lists) up to 50 (10p per additional Person)

- Web, email and phone Support Yes
- SMS 7p +VAT per credit

£10 per month for enabling the Donations/Event Booking Features with a payment processing fee of 4% + 35p per transaction.

Plan 1: standard cost £39 Inc VAT per month

Members (People in your site with Login Enabled) in the ChurchInsight database (Including independent groups and mailing lists) up to 125 (25p per additional Person)

Contacts (People in your site with Login Disabled) in the ChurchInsight database (Including independent groups and mailing lists) up to 250 (7p per additional Person)

- Web, email and phone Support Yes
- SMS 7p +VAT per credit

Donations/Event Booking has a payment processing fee of 4% + 35p per transaction.

Plan 2: standard cost £59 Inc VAT per month

Members (People in your site with Login Enabled) in the ChurchInsight database (Including independent groups and mailing lists) up to 250 (12p per additional Person)

Contacts (People in your site with Login Disabled) in the ChurchInsight database (Including independent groups and mailing lists) up to 500 (5p per additional Person)

- Web, email and phone Support Yes
- SMS 7p +VAT per credit

Donations/Event Booking has a payment processing fee of 4% + 35p per transaction.

Endis Limited Standard Terms of Service

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms of Service the following words and phrases shall have the following meaning;

1.2 The "Company" is ENDIS (LIMITED), of Musgrave Farm, Horningsea Road, Fen Ditton, Cambridge, CB5 8SZ, UK. ChurchInsight is a trading name of Endis Limited, a private limited Company incorporated in England (Company Number 04072126) and having its registered office at Musgrave Farm, Horningsea Road, Fen Ditton, Cambridge, CB5 8SZ, UK.

1.3. The "Customer Organisation" is the Church, Charity, Voluntary Organisation, Company or similar organisation, for which the Company supplies the Service. "You" or "Your" is also the "Customer Organisation"

1.4. A "User" is a person accessing and interacting with the Service purchased by the Customer Organisation and the Customer Organisation's Content.

1.5. "Service" is the service provided by the Company to the Customer Organisation, as described in (but not limited by) clause 2.

1.6. The "Service Agreement" is the agreement between the Company and the Customer Organisation that the Service will be provided in return for the Subscription Fee.

1.7. "System" is the software developed and provided by the Company in order to provide the Service to the Customer Organisation.

1.8. "Content" is all material (including but without limitation any data, text, nonSystem files, graphics, music, photographs, audio, video, messages, user records) that is placed on the System.

1.9. The "Customer Organisation's Content" is all Content that is placed on the System by Users or representatives of the Customer Organisation.

1.10. "Subscription Fee" is the periodic fee set by the Company set out in the Fee Schedule attached to the Service Agreement, payable by the Customer Organisation to the Company, for which the Customer Organisation will receive the ongoing Services.

1.11. "Law" means the general laws of England and Wales from time to time including (without prejudice to generality of the foregoing) the criminal law, the laws relating to intellectual property and all laws, rules and regulations relating to or touching upon the publication or transmission of material or data in electronic form.

1.12. "Terms" means the Endis Limited Standard Terms of Service.

1.13. "Service Level Agreement" refers to the Insight Standard Service Level Agreement currently in effect, unless explicitly superseded by written agreement between the Customer Organisation and the Company.

1.14. The Service Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales. In the event that this agreement is translated into any other language, the English language version shall prevail.

1.15. If any of the provisions or clauses or subclauses of this agreement is held not to be valid but would be valid if parts of the wording were deleted or modified, then that term shall apply with such deletion or modification as may be necessary to make it enforceable.

1.16. If any part of the Service Agreement or the application thereof to any person shall for any reason be adjudged by a court of competent jurisdiction to be invalid such judgment shall not affect the remainder of this agreement, which shall continue in full force and effect.

1.17. Expressions in the singular include the plural and the masculine include the feminine and vice versa.

1.18. Clause headings do not form part of these Terms and shall not affect the interpretation thereof.

1.19. The Company may amend the Terms from time to time at its sole discretion provided that it shall give thirty (30) days written notice (see clause 13) of any such change to the Customer Organisation.

2. SERVICE DESCRIPTION

2.1. The System is a collection of software and databases that provides a dynamically generated web site designed for use by the Customer Organisation and the Customer Organisation's members, administrators and Users.

2.2. The Company will be responsible for providing hosting for the System, ensuring connectivity, availability, and reliability for the system, as defined by the Service Level Agreement.

2.3. The Company will provide the following ancillary services at no additional cost to the Customer Organisation to support its use of the System:

2.4. Domain name management

2.5. Regular backups of the System and Content

2.6. Physical and software security for Content

2.7. Provision, licensing and maintenance of any thirdparty software that is used in providing the Service

2.8. The Company may make available to the Customer further functionality of the System and further ancillary services.

2.9. The Company may provide upgrades to the System from time to time during the development of the System.

2.10. The Customer Organisation will pay a Subscription Fee to the Company to make use of the Service; however, the provision of certain additional features and services may be subject to additional terms and charges to be agreed separately.

2.11. The Customer Organisation understands and agrees that the Endis/ChurchInsight footer must be clearly visible on all the Customer Organisation's website pages associated with this agreement.

3. OWNERSHIP

3.1. The Customer Organisation acknowledges that the System is the sole ownership of the Company and the Company acknowledges that the Customer Organisation's Content is the sole ownership of the Customer Organisation.

3.2. The Customer Organisation is not granted a license to use the System outside of the Service, and use of the Service does not constitute a sale of the original System or of any eventual copy thereof.

3.3. The Company reserves the right to copy the Customer Organisation's Content for maintenance, internal development, and backup purposes.

3.4. The Customer Organisation is free to make copies of the Customer Organisation's Content that is available using the download facilities provided by the System at any time for their own use.

3.5. In addition the Customer Organisation may request extracts (in appropriate open formats) of the Customer Organisation's content at any time, subject to the Company's reasonable administration charge, such charge to be decided by the Company.

4. USE of SERVICE

4.1. The Company grants the Customer Organisation unlimited use of the Service by an unlimited number of its members.

4.2. The Customer Organisation is not allowed to use the System for any purpose or on behalf of any other organisation that is not directly and demonstrably part of the Customer organisation. In addition, the Customer Organisation is not authorised to give other organisations access to any restricted portion of the System without the prior consent of the Company. The Customer Organisation may not forward a different domain name to a part of the website provided by the System.

4.3. The Customer Organisation may not rent, time share, lease, sublicense, loan, copy, duplicate, modify, adapt, merge, translate, reverseengineer, decompile, disassemble or create derivative works based in whole or in part on any of the Company's software, documentation, equipment or the System or Services of the Company.

5. USE of E COMMERCE FACILITIES

5.1. If the Customer Organisation makes use of E Commerce Facilities provided as part of the

Service to sell products and services to Users and visitors, the terms in Clause 5 will apply:

5.2. The Customer Organisation is responsible for complying with appropriate legislation relating to its trading activities, including but not limited to applicable tax legislation, consumer protection (distance selling) regulations and trading standards law. The Customer Organisation accepts sole responsibility for its actions whilst using the E Commerce Facilities.

5.3. The Company does not review the catalogue of items offered for sale by the Customer Organisation. The Company never possesses the items offered through the Service and the Company is not involved in transactions between the Customer Organisation and its customers. As a result the Company has no control nor liability concerning the quality, safety or legality of the items listed in the Customer Organisation's own catalogue; the truth or accuracy of this catalogue; the ability of the Customer Organisation to sell these items or the ability of their customers to pay for them. The Company is not responsible for ensuring that the Customer Organisation actually completes a transaction with its customers.

5.4. The Service includes software interfaces to third party payment processors. The selection of these payment processors does not constitute a recommendation of these services by the Company, and the Customer Organisation is responsible for establishing and maintaining an agreement with their chosen payment processor independent of The Company.

6. CONFIDENTIALITY

6.1. The Company recognises that some Content stored by the Customer Organisation on the System may be confidential in nature. This includes personal information about the Customer Organisation's members, collected and stored in accordance with applicable Data Protection and Copyright laws.

6.2. The Company agrees that, except as directed by the Customer Organisation, it will not at any time during or after the provision of the Service disclose any confidential information to any person whatsoever and that upon the termination of the provision of the Service it will remove the Customer Organisation's Content.

6.3. The Company may name the Customer Organisation in a general context and provide the URL. The Company may also use the Customer Organisation's name and images of their website in publicity, advertising releases and other material prepared by or on behalf of the Company which makes reference to the Customer Organisation as a specific user of specific products or services provided by the Company.

7. INTELLECTUAL PROPERTY and DATA PROTECTION

7.1. Users of the Service are required to agree to a Terms of Use statement (available online as part of the Service) that includes statements 7.2 and 7.3. The Customer Organisation shall be responsible for ensuring that no Users use the Service in breach of those Terms of Use.

7.2. All Content, whether publicly or privately posted, is the sole responsibility of the person from

whom such Content originated. Accordingly, the User of the Service, not **the Company** nor the

Customer, is entirely responsible and liable for all activities conducted through the Service.

7.3. **The Company** does not control the Content posted or transmitted in any way via the System and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will **the Company** be liable in any way for any Content, including but not limited to any errors or omissions in any Content, any breaches of Copyright or similar intellectual property ruling caused by the Content, or for any loss or consequential damage of any kind incurred as a result of the use of any Content accessed through the Service.

7.4. **The Company** and the Customer Organisation shall take all necessary steps to ensure their own compliance with the Data Protection Act 1998 and any subsequent legislation, which modifies or supersedes the said Act together with all other applicable laws relating to privacy and confidential information.

8. SERVICE LEVEL AGREEMENT

Endis consistently experiences availability of the Insight service running in excess of 99.9% of the time, every day of the week. We have a continual monitoring process in place with automatic alerts to appropriate service personnel. Support is offered during UK office business hours (09:30 to 17:00 Monday through Friday). The Churchinsight system is provided as a service over the Internet with support for the latest versions of Google Chrome, Mozilla Firefox and IE web browsers, but the customer is responsible for providing adequate access to the Internet for his own use. Naturally, with so much of the Internet outside of **Company's** control, it is not possible to guarantee performance levels with Internet-based services.

8.1. The Service Level Agreement describes the level of accessibility, availability, and quality of Service provided by **the Company** to the Customer Organisation. **The Company** may make changes to the Service Level Agreement by giving the Customer Organisation thirty (30) days written notice (see clause 13) of the said changes. After this period or the effective date of the new version of the Service Level Agreement, (whichever is later) the new version of the Service Level Agreement will take effect.

8.2. The Customer Organisation agrees that use of the Services is at its sole risk. **The Company**, its agents, contractors, licensors, employees, and information providers involved in providing the Services do not guarantee that these Services will be uninterrupted or free

from error. The Customer Organisation accepts that without notice for commercial, technical, or other reasons:

- a) The Service or part thereof may be suspended, for example for periodic maintenance or data backup purposes (clause 8.3).
- b) A network or service provider connected to the Service may suspend or terminate its connection to the Service.
- c) The Service may suspend or terminate its connection with another network or service provider, and that any such suspension or termination shall not be in breach of these Terms. The Services are therefore provided on an "as is" basis without guarantee of any kind.

8.3. **The Company** may from time to time close down the whole or part of the Service for routine repair or maintenance work. **The Company** shall give as much notice as in the circumstances is reasonable and shall endeavor to carry out such works during the scheduled maintenance periods as published by **the Company** as appropriate.

8.4. **The Company** may from time to time without notice close down or restrict the whole or part of the Service where necessary for emergency repair, or to preserve the accessibility, security, or integrity of the Service for all customers of **the Company** utilizing any shared aspect of the System. **The Company** shall at its sole discretion decide when such action is necessary.

8.5. Except under the provisions of 8.2, **the Company** will take all possible measures to provide equitable and equivalent service to all customers.

9. CHARGES

9.1. The Subscription Fee and details of any other charges payable by the Customer Organisation to **the Company** will be agreed by acceptance of the these Terms and Conditions.

9.2. The Subscription Fee will be payable in advance of the period of Service provision, for a minimum period of one calendar month.

9.3. **The Company** may change the Subscription Fee (or any other charges payable by the Customer Organisation to **the Company**) by giving the Customer Organisation thirty (30) days written notice (see clause 13) of the said changes.

10. LIABILITY

10.1. The Customer Organisation agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss it may suffer in connection with the Services provided to the Customer Organisation under the Service Agreement; that **the Company** cannot adequately insure its liability to the Customer Organisation; and that the

charges payable under this agreement have been calculated on the basis that **the Company** shall exclude liability as set out in this condition.

10.2. These Terms contain express warranties, undertakings and obligations of **the Company** and any other condition or warranty which might be implied or incorporated within these Terms, by reason of statute or common law or otherwise, is hereby expressly excluded so far as may be permitted by law.

10.3. While **the Company** and its employees will use all reasonable endeavors to provide a prompt continuing Service, it will not be liable for any loss of data resulting from inter alia delays, nondelivery, missed deliveries, or Service interruptions caused by events beyond the control of **the Company** or by any errors or omissions of the Customer Organisation.

10.4. In no circumstances whatsoever will **the Company** be liable to the Customer Organisation in contract, tort, and negligence or otherwise for indirect, incidental, special or consequential damages or any loss of business, contracts, profits, or anticipated savings arising out of the use of the Service or inability to use the Service or out of any breach of any warranty.

10.5. The operability of the User's computer, internal network, and access to the Internet remains the responsibility of the User; any interruptions of access to the Services that occur due to the failure or configuration of these devices may not be deemed as an interruption or suspension of the formal provision of the Service.

10.6. **The Company** shall not be liable for failure of the Service by circumstances beyond **the Company's** control. This includes, but is not limited to; acts of God, fire, lightning, explosion, war (whether declared or otherwise), disorder, flood, industrial disputes, sabotage, extremely severe weather or acts of local or central Government or other competent authorities.

11. INDEMNITY

11.1. The Customer Organisation is responsible for ensuring that the Service is used in accordance with these Terms, and **the Company** reserves the right to terminate its provision of the Service with immediate effect if these Terms are breached by the Customer Organisation.

11.2. The Customer Organisation hereby agrees to indemnify **the Company**, its agents, contractors, licensors, employees and information providers providing services from any loss suffered by **the Company** as a result of a breach of the terms and conditions of the Service Agreement by the Customer Organisation and from any claim brought by third parties alleging that use of the Service by the Customer Organisation or under its account has infringed any intellectual property or other right of any kind, or any applicable UK or international legislation or regulation. The Customer Organisation shall pay all costs, damages, awards, fees (including legal fees) and judgments awarded against **the Company** arising from such claims, and shall provide the **Company** with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at the Customer Organisation's sole expense. **The Company** shall

provide the Customer Organisation with such reasonable assistance as it requires to defend these claims, but such reserves the right to charge for the time involved in such assistance.

11.3. **The Company** hereby agrees to indemnify the Customer Organisation from any claim brought by third parties alleging that provision of the Service by **the Company** or under its account has infringed any intellectual property or other right of any kind, or any applicable UK or international legislation or regulation.

12. TERMINATION

12.1. The Service Agreement may be terminated at any time, for any reason, by the Customer Organisation by going to www.churchinsight.com/cancel, and by **the Company** with ninety (90) days prior written notice (see clause 13) to the Customer Organisation.

12.2. Upon receipt of the Customer Organisation's request to cancel the Service Agreement, service will end at midnight on the 14th day of the next month. Please note that the month in which the Customer Organisation cancels, will be the last month the Customer Organisation will be billed.

12.3. Prior to termination of the Service Agreement the Customer Organisation is responsible for making copies of their content, as detailed in clause 3. The Customer Organisation can send an email request to our Support Team (support@endis.com) to arrange transferring the Customer Organisation's domains to the Customer Organisation's new provider as **the Company** will remove the Customer Organisation's DNS settings from **the Company's** servers and set all domains to not automatically renew on the 15th day of the next month following receipt of the Customer Organisation's request to cancel the Service Agreement.

12.4. Upon termination of the Service Agreement, **the Company** will suspend the Service and remove the Customer Organisation's Content from their system in accordance with clause 6. The Customer Organisation shall be free to transfer management of their domain names and email to a third party.

13. NOTICE

The Company accepts notice where:

13.1. Made by post; the second day after posting

13.2. Made by email or by www.churchinsight.com/cancel; 24 hours after sending, if no delivery status failure notifications are received by **the Company**.

13.3. Such notice shall be deemed to be effective where sent to **the Company's** or the Customer Organisation's last known contact details (postal address or email address as is relevant).

14. WAIVER

Failure by **the Company** to exercise any of its rights thereunder shall not amount to a waiver of any such right, or operate to bar the exercise of enforcement at any time or times thereafter.

15. ENTIRE AGREEMENT

These Standard Terms of Service and all other agreements, exhibits, and schedules referred to in this agreement constitute the final, complete, and exclusive statement of the terms of the agreement between **the Company** and the Customer Organisation pertaining to the subject Matter of this agreement and supersede all prior and contemporaneous understandings or agreements of the parties. This agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this agreement.

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