

Terms of Use



Description **Terms of Use**

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Version **2.0**

Version date **20th September 2021**

Policy Ref **PP-S0011**



Terms of Use

Acceptance of Terms

- 1.2 Point Progress provides its Service (as defined below) to You through its website and applications located at meo-business.cloud, myexpensesonline.co.uk, i-comply-gdpr.com, i-comply-tools.com and other domains owned by Point Progress and other applications owned by Point Progress (the “Service”), and subject to the following terms and conditions (“Terms”).
- 1.3 By accepting these Terms or by accessing or using the Service, You acknowledge that you have read, understood, and agree to be bound by these Terms.
- 1.4 If You are entering into these Terms on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these Terms, in which case the terms “You” or “Your” shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the Service.
- 1.5 You acknowledge that these Terms is a contract between You and Point Progress, even though it is electronic and is not physically signed by You and Point Progress, and it governs Your use of the Service and takes the place of any prior agreements between You and Point Progress.
- 1.6 We reserve the right to change these Terms at any time without prior notice. You may review the most current version of these Terms at any time on the Service. Your use of the Website constitutes acceptance of the Terms as they are at the time of use. If You breach any of these Terms We may immediately terminate this agreement.

Definitions

- 2.1 “You” means You, the user of the Service and “Your” is interpreted accordingly.
- 2.2 “Point Progress”, “We” and “Us” mean Point Progress Limited, a company registered in England and Wales with company no. 3968589 whose registered address is at Nantwich Court, Hospital Street, Nantwich, Cheshire, CW5 5RH, United Kingdom and any associated companies that are associated through shareholding or directorship. “Our” is interpreted accordingly.

Description of Service

- 3.1 The “Service” includes (a) the Site, (b) the on-demand MEO-Business and associated systems, applications, tools and services provided through the Site and by any web services made



available via the Site and any application made available by 3rd party application stores or services, (c) all software, data, text, images, sounds, video, and content made available through the Site or applications or services, or developed via the Point Progress web services (collectively referred to as the “Content”). Any new features added to or augmenting the Service are also subject to these Terms.

General Conditions / Access and Use of the Service

- 4.1 Subject to the terms and conditions of these Terms, You may access and use the Service only for Your internal business purposes as contemplated by the Agreement. You shall not (a) licence, sub-licence, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as expressly permitted by these Terms; (b) use the Service to process data on behalf of any third party, or (c) use the Service in any unlawful manner or in any manner that interferes with or disrupts the integrity or performance of the Service and its components.
- 4.2 Subject only to the limited right to access and use the Service expressly granted to You under these Terms, all rights, title and interest in and to the Service and its components will remain with and belong exclusively to Us. You shall not modify, adapt or hack the Service to falsely imply any sponsorship or association with Us, or otherwise attempt to gain unauthorised access to the Service or its related systems or networks.
- 4.3 You are responsible for all information, data, text, messages or other materials that You post or otherwise transmit via the Service. You are responsible for maintaining the confidentiality of Your login and account and are fully responsible for any and all activities that occur under Your login or account. You agree and acknowledge that Your login may only be used by one (1) person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as Your plan allows.
- 4.4 Point Progress reserves the right to access any or all Your accounts in order to respond to Your requests for technical support. We shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your data. We will not disclose Your data except if compelled by law or if permitted by You.
- 4.5 You understand that the technical processing and transmission of the Service, including Your content, may involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to Point Progress’s third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the



Service. Point Progress will use reasonable efforts to publish on the site or notify You of any planned downtime of the Service.

- 4.6 The failure of Us to exercise or enforce any right or provision of these Terms shall not be a waiver of that right.
- 4.7 Point Progress may from time to time contact You for the purposes of updating You of changes and improvements to the Service, or of any promotions and offers that may be available exclusively to our customers.

Trademarks

- 5.1 MEO-Business, MyExpenses, MyTime, TimeOff, InvoiceFlow, DriverCare, i-Comply and Our various logos used or displayed on the Service are trademarks of Point Progress and you may only use these trademarks or logos for promotional purposes to identify yourself as a customer or user of the Point Progress products and services, provided You do not attempt to claim ownership of the marks by incorporating any of them within Your names or offerings.

Cancellations and Termination

- 6.1 Point Progress reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service and remove and discard any of Your content in the Service, for any reason, including, if Point Progress believes that You have violated these Terms. Point Progress will use all reasonable efforts to contact You directly via email to warn You prior to suspension or termination of Your account. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of Your use of Service, may be referred to appropriate law enforcement authorities. Point Progress shall not be liable to You or any third party for any modification, suspension or discontinuation of the Service.

Disclaimer of Warranties

- 7.1 The service, including the site and content, and all server and network components are provided on an “as is” and “as available” basis without any warranties of any kind, to the fullest extent permitted by law and Point Progress expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title,



fitness for a particular purpose, and non-infringement. You acknowledge that Point Progress does not warrant that the service will be uninterrupted, timely, secure, error-free or virus-free and no information or advice obtained by you from Point Progress or through the service shall create any warranty not expressly stated in these Terms.

Limitation of Liability

8.1 Under no circumstances and under no legal theory (whether in contract, tort, or otherwise) shall Point Progress be liable to you or any third party for any indirect, incidental, special, exemplary, consequential or punitive damages, including lost profits, lost sales or business, lost data or business interruption. In addition, Point Progress shall not be liable for any direct damages, costs, losses or liabilities in excess of the monthly service fee paid or payable by you for the one month preceding the time of any claim for monetary damages or one hundred (£100) GBP. The provisions of this section allocate the risks under these Terms between the parties, and the parties have relied on these limitations in determining whether to enter into this agreement.

Assignment

9.1 Point Progress may assign or transfer these Terms, in whole or in part, without restriction.

Governing Law

10.1 These Terms shall be governed by the laws of the England and Wales without regard to the principles of conflicts of law.

Version	Date	Description	Approved By
2.0	20/09/2021	Policy Redrafted	