

Omfax Systems Limited

Keyfax Trial Terms and Conditions of Sale

Please read all these terms and conditions

As we can accept your trial request and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 01869 242967.

1. Application

- a) These Terms and Conditions will apply to the use of the trial services by you (the Customer or you). We are Omfax Systems Limited, a company registered in England and Wales under number 2163369, whose registered office is at 23a Church Road, Poole, Dorset, BH14 8UF with email address info@omfax.co.uk; telephone number 01869 242967; (the Supplier or us or we).
- b) These are the terms on which we provide the trial Services to you. Before using the trial Website, you will be asked to agree to these Terms and Conditions by clicking on the checkbox marked 'I Accept'. If you do not click on the button, you will not be able to complete your trial request. You can only use the Services from the Website if you are eligible to enter into a contract and are at least 18 years old.

2. Interpretation

- a) Consumer means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession;
- b) Contract means the legally-binding agreement between you and us for the supply of the Services;
- c) Delivery Location means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
- d) Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored.
- e) Goods means any goods that we supply to you with the Services, of the number and description as set out in the Order;

- f) Order means the Customer's request for the Services from the Supplier as submitted following the process set out on the Website;
- g) Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you via the Website;
- h) Services means the services advertised on the Website, including any Goods, of the number and description set out in the Order;
- i) Website means our website <https://www.omfax.co.uk/> on which the Services are advertised.

3. Services

- a) The description of the Services and any Goods is as set out in the Website, catalogues, brochures or other form of advertisement.
- b) In the case of Services, it is your responsibility to ensure that any information or specification you provide is accurate.
- c) The Keyfax trial Services which appear on the Website are subject to availability.
- d) We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

4. Customer responsibilities

- a) You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with all information required to perform the Services and obtain any necessary consents (unless otherwise agreed).
- b) Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

5. Personal information and Registration

- a) When registering to use the Keyfax trial we will configure a username and password. You remain responsible for all actions taken under the chosen username and password and undertake not to share your access to the trial with anyone else and keep them secret. The trial is provided as 'commercial in confidence'.
- b) We retain and use all information strictly under the Privacy Policy.
- c) We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

6. Basis of Sale

- a) The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. When an Order has been submitted, we can reject it for any reason, although we will try to tell you the reason without delay.
- b) The Order process allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
- c) A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order (Order Confirmation). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract, and before performance begins of any of the Services.
- d) Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
- e) No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
- f) We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you, and which might, in some respects, be better for you.

7. Duration, termination and suspension

- a) The trial continues for 30 days, or we may in agreement with the customer extend the trial period.
- b) Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
 - i) commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - ii) is subject to any step towards its bankruptcy or liquidation.
- c) On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

8. Successors and our sub-contractors

- a) Neither party can transfer the benefit of this trial Contract to someone else.

9. Circumstances beyond the control of either party

- a) In the event of any failure by a party because of something beyond its reasonable control:
 - i) the party will advise the other party as soon as reasonably practicable; and
 - ii) the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).

10. Privacy

- a) Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
- b) These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy (<https://www.omfax.co.uk/privacy-policy/>) and cookies policy.
- c) For the purposes of these Terms and Conditions:
 - i) 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR;
 - ii) 'GDPR' means the UK General Data Protection Regulation; and
 - iii) 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
- d) We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
- e) Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
 - i) before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - ii) we will only Process Personal Data for the purposes identified;
 - iii) we will respect your rights in relation to your Personal Data; and
 - iv) we will implement technical and organisational measures to ensure your Personal Data is secure.
- f) For any enquiries or complaints regarding data privacy, you can e-mail jim@omfax.co.uk

11. Excluding liability

- a) The Supplier does not exclude liability for:
 - i) any fraudulent act or omission; or
 - ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations.
- b) Subject to this, we are not liable for:
 - i) any loss which was not reasonably foreseeable to both parties at the time when the Contract was made; or
 - ii) any loss (eg, loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

12. Governing law, jurisdiction and complaints

- a) The Contract (including any non-contractual matters) is governed by the law of England and Wales.
- b) Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- c) We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days. This will be on a best-efforts basis, as the trial is for free and paying customers will receive priority support over free trial users.
- d) We aim to follow these codes of conduct, copies of which you can obtain as follows: Cyber Essentials available from <https://www.ncsc.gov.uk/cyberessentials/faqs>.

13. Attribution

- a) These terms and conditions were created using a document from [Rocket Lawyer](https://www.rocketlawyer.com/gb/en) (<https://www.rocketlawyer.com/gb/en>).

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