SALESTORQUE TERMS AND CONDITIONS

**Last updated: May 2023**

These terms and conditions together with the Order Form constitute the entire agreement (the “Agreement”) between the Subscriber and SalesTorque Limited relating to the Subscription and it supersedes all previous communications, representations and arrangements, either written or oral. Where any purchase order or similar documents not provided by SalesTorque Limited but relating to the Subscription contain terms and conditions conflicting with the Agreement, the Agreement shall prevail.

1. Definitions
   1. “Administrator” means the named Subscriber personnel member, as notified by the Subscriber to SalesTorque, who is responsible to managing the Subscriber’s and the Authorised Users’ access to ST Portal and/or the Products. The Administrator shall also be deemed an Authorised User for the purposes of the Agreement.
   2. “Authorised Users” means the Subscriber’s personnel who are authorised to access the Products under the Agreement. For the avoidance of doubt, Authorised Users must be Subscriber personnel and not personnel employed or engaged by any Subscriber affiliates or third parties. The Subscriber is responsible for any breaches of the Agreement by its Authorised Users.
   3. “Order Form” means the form containing the commercial details relating to the Subscription and which incorporates these terms and conditions by reference.
   4. “Products” means the SalesTorque Sales Training materials.
   5. “SalesTorque” means SalesTorque Limited.
   6. “Subscriber” means the customer named on the Order Form.
   7. “Subscription” means the Subscriber’s access and use of ST Portal and/or Products under the Agreement.
   8. “ST Portal” means the protected part of the SalesTorque website which SalesTorque gives the Subscriber access to via a subscriber-specific dedicated URL to enable the Subscriber and its Authorised Users to stream the Products.
2. Term

Subject to receipt of fees payable, the Subscription shall start on the commencement date specified in the Order Form and shall continue for one (1) calendar year from that date (“Initial Term”). Following expiry of the Initial Term, the Subscription shall renew automatically for further successive renewal periods of one (1) calendar year each (each calendar year is a “Renewal Term”) unless notice of termination is given by one party to the other before the expiry of the Initial Term or the applicable Renewal Term.

1. Licence
   1. SalesTorque and its licensors shall retain ownership of all intellectual property rights in the Products. No intellectual property rights in ST Portal or the Products are transferred to the Subscriber or its Authorised Users and nothing in the Agreement is intended to assign or transfer any title or interest (including legal or equitable) in the Products and their intellectual property rights to the Subscriber or its Authorised Users. The Subscriber shall notify SalesTorque immediately if the Subscriber become aware of any unauthorised use of the whole or any part of SalesTorque’s or SalesTorque’s licensor’s intellectual property rights.
   2. SalesTorque hereby grants the Subscriber a non-perpetual, non-exclusive, non-transferable, revocable licence to use the Products in accordance with the Agreement. The Products are for the Subscriber’s personal use and use in the ordinary course of its business.
   3. The Subscriber and its Authorised Users may:
      1. access the Products for internal use within the Subscriber’s organisation via a PC, laptop, smartphone, tablet or other mobile device;
      2. download one copy of the Products for internal use only, that is for training Subscriber personnel.
   4. The Subscriber and its Authorised Users are not permitted to:
      1. reproduce, store, retain, copy, provide or distribute any Products (in part or whole) to or for the benefit of any third party (including any affiliates of the Subscriber);
      2. use the Products for commercial exploitation or for use in a competing product or service or for any public display (commercial or non-commercial);
      3. modify, decompile or reverse-engineer any Product (in part or whole) or ST Portal;
      4. remove or alter any copyright or other proprietary notice on any Product;
      5. store any copies of any Product on public cloud services, blockchains, shared servers or other storage devices or methods accessible by third parties including Subscriber’s affiliates.
   5. SalesTorque warrants to the Subscriber that SalesTorque has the right to grant the foregoing licence and that the Products are SalesTorque’s sole original work, except for any third party works included in them by SalesTorque with permission from SalesTorque’s licensors.
   6. If the Subscriber requires any additional subscriptions or rights to use ST Portal and/or Products beyond those permitted in this clause 3, please contact SalesTorque to discuss obtaining a licence to grant additional rights of usage on terms to be agreed in writing.
   7. If, in SalesTorque’s reasonable opinion, the Subscriber or any Authorised User is using ST Portal and/or Products in a way which:
      1. significantly impairs other SalesTorque subscribers’ access to and/or use of ST Portal and/or Products; or
      2. breaches this clause 3,

SalesTorque may suspend, restrict or, in the case of clause 3.7.2 terminate, the Subscription without any further obligation to the Subscriber. This clause 3.7 does not limit or waive any other rights that SalesTorque may have to claim for loss or liability.

* 1. SalesTorque may, at its sole discretion change, remove, suspend or discontinue any Product on ST Portal at any time. SalesTorque does not, however, make any commitment to update ST Portal or any Products.
  2. The Subscriber shall ensure that each Authorised User is aware of and complies with the Agreement.
  3. The Subscriber shall at all times ensure that its Authorised Users are current Subscriber personnel. Whenever an individual who is an Authorised User leaves the Subscriber’s employment or service, the Subscriber shall promptly remove the individual’s access to ST Portal and/or Products, as applicable.
  4. SalesTorque disclaims any and all liability resulting from misuse of ST Portal or the Products.

1. Accessing the Products
   1. The Authorised Users can access the Products using either option 1 or option 2 below. The option agreed between parties shall be set out in the Order Form:
      1. Option 1: via ST Portal. SalesTorque will provide the Administrator with a secure password to access a dedicated area of ST Portal which is specific to the Subscriber. The Administrator is responsible for managing the Authorised Users who may access the Subscriber’s secure area of ST Portal to access and use the Products. For the avoidance of doubt, no other subscribers can access the Subscriber’s area of ST Portal.
      2. Option 2: via the Subscriber’s Intranet. SalesTorque will provide the Subscriber with the Products to upload to the Subscriber’s own secure training portal on the Subscriber’s intranet. The Subscriber shall ensure only the Authorised Users can access the Products.
   2. The Administrator may not share their registered password with anyone or give access to ST Portal or Products to anyone other than an Authorised User. SalesTorque may cancel or suspend the Administrator’s and/or Authorised User’s access to ST Portal or Products without any further obligation to the Subscriber if the Administrator breaches this clause 4.2.
   3. The Subscriber is at all times responsible for uploading, managing and maintaining the Authorised User contact details which are uploaded to ST Portal by the Administrator. Authorised User contact details are uploaded to ST Portal for the sole purpose of enabling such Authorised Users access to the Products via the Subscriber’s dedicated area of ST Portal. SalesTorque will not view or use the Authorised User contact details unless the Subscriber requests IT support from SalesTorque and any access to the Authorised User contact details is incidental to such IT support. The Subscriber is responsible for ensuring the Authorised User contact details in the Subscriber’s dedicated area of ST Portal are accurate, current and up-to-date and that any contact details of Authorised Users who are no longer Subscriber personnel are deleted.
2. Payment
   1. Annual fees for the Subscription shall be invoiced and payable in advance. Payment must be made no later than 30 days from the invoice date. The Subscription shall not commence before receipt of payment in cleared funds.
   2. The fees are exclusive of amounts in respect of any applicable value added tax (“VAT”) and/or sales tax.
   3. SalesTorque may increase the applicable fees for any Renewal Term. The amount of such increased fees will be notified to the Subscriber in an invoice to be provided at least 3 months prior to the expiry of the Initial Term or then Renewal Term, as relevant.
3. Termination
   1. The Subscriber shall have no right to terminate the Subscription or any part of it until the end of the then current term. Any notice to terminate from the Subscriber shall therefore only take effect at the end of the then current term, and the Subscriber shall not be entitled to a refund.
   2. SalesTorque may suspend or terminate the Subscription without further obligation to the Subscriber if the Subscriber breaches any part of the Agreement.
   3. Upon termination of the Subscription for any reason:
      1. the Subscriber shall immediately delete any and all copies of the Products from its systems, servers and any other storage. The Subscriber shall confirm such deletion in writing to SalesTorque;
      2. the Subscriber’s access to ST Portal shall be removed and the Subscriber and Authorised Users shall not attempt to gain access ST Portal after the date of termination. If the Subscriber wishes to access ST Portal and/or Products after termination, the Subscriber will need to pay for a new Subscription or contact SalesTorque to discuss any other options available at the time;
      3. the licence granted in clause 3.2 shall terminate.
4. Force Majeure
   1. SalesTorque shall not be liable if SalesTorque is prevented, hindered or delayed in providing access to ST Portal and/or Products due to any cause beyond its reasonable control. In such circumstances, SalesTorque may suspend the Subscriber’s or Authorised Users’ access to ST Portal and/or Product.
   2. SalesTorque undertakes however to use reasonable endeavours to overcome any difficulties so occasioned but reserves the right to cancel, suspend or vary its obligations in these circumstances.
5. Indemnity
   1. The Subscriber shall indemnify SalesTorque from and against all liabilities, costs, expenses, damages and losses arising out of or in connection with any third party claim arising as a result of any unauthorized use of ST Portal or Products by the Subscriber, Administrator or any Authorised User.
   2. Upon receipt of notice of a claim, action or proceeding in respect of which indemnity may be sought under clause 8.1, SalesTorque shall promptly notify the Subscriber in writing and shall not settle any such claim, action or proceeding without the Subscriber’s written consent, which shall not be unreasonably withheld. The Subscriber shall at its own expense assume and control the defence of any litigation or proceeding in respect of which indemnity is sought. SalesTorque shall provide the Subscriber with such assistance (at the Subscriber’s cost) as the Subscriber may reasonably require.
6. Disclaimers and Limitation of Liability
   1. Without prejudice to the remaining provisions of this clause 9, the Subscriber agrees that the Subscriber’s use of ST Portal and any Product is at the Subscriber’s sole risk and the Subscriber acknowledges that each Product is provided “as is” and “as available”. SalesTorque makes no representations or warranties and, to the fullest extent allowed by law, excludes all implied warranties (including, but not limited to, warranties of satisfactory quality, title and fitness for a particular purpose) regarding the Subscriber’s use of ST Portal and Products, the accuracy or completeness of the Products or likely results.
   2. Nothing in the Agreement shall exclude or limit either party’s liability for fraud or intentional unlawful conduct, or death or personal injury resulting from its negligence.
   3. Neither party shall be liable to the other party for any incidental, punitive, indirect, special or consequential damage, loss or expense, including but not limited to any loss of business, contracts, revenue, or profits, any business interruption, security breach, loss of data, loss of goodwill or reputation or other pecuniary loss suffered by the other party, or any losses arising from any viruses, worms, "Trojan horses" or similar programs.
   4. Without prejudice to the limitation of liability provisions above, if the Subscriber incurs any loss, damage or expense arising out of the Subscriber’s authorised use of ST Portal or any Product, SalesTorque’s liability to the Subscriber under the Agreement shall be limited to the fees for the current Renewal Term in which the claim arose, or in the case of claims during the Initial Term, the fees paid for the Initial Term.
7. General
   1. Neither the Subscriber nor any Authorised Users may license, assign or transfer any of the Subscriber’s rights under the Agreement. SalesTorque may assign or transfer any of its rights or obligations under it to any third party merging with or purchasing SalesTorque business and assets.
   2. If any provision of the Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.
   3. The Agreement may not be enforced under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Agreement.
   4. Variation. SalesTorque reserves the right to change the terms and conditions at any time. Updated versions of the terms and conditions will appear on the SalesTorque website and are effective immediately. The Subscriber is responsible for regularly reviewing the terms and conditions. Continued use of the Subscription after any such changes constitutes the Subscriber’s consent to such changes.
8. Choice of Law and Jurisdiction

The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts in respect of any dispute which may arise in relation to it whether in contract, tort or otherwise.