

Princity is a subscription service that is first offered on a trial basis before purchase. Once the order is accepted by us it may not be cancelled.

Licensing

We sublicense the Princity Software to you. Your Princity subscription is limited to the number of devices (printers and MFDs) specified. In addition to the terms below, your usage of Princity software is subject to the terms and conditions you can find in this link to <https://princity.com/resources/terms> ("Terms of Use") except that where they conflict with our terms below, our terms prevail and that you pay us for the Princity service (not Princity) and your contract is with us.

Payment

Princity is a subscription service that is billed monthly, quarterly or annually in advance depending on the option you take. Payment is due to us prior to the commencement of a subscription and monthly, quarterly or annually thereafter (depending on the type of subscription taken). Our charges are as set out in this quotation and fees are paid upfront to us unless credit terms have been agreed. All prices are exclusive of VAT or any other applicable tax.

The Princity service has been priced very aggressively to provide you with access to the best Managed Print Service technology available on the market. To keep prices low we need your cooperation to avoid any unnecessary payment collection workload.

If a payment remains unpaid after the due date access to your Princity system will be blocked. To unblock your access to Princity the overdue amount plus an administrative fee of £100 or €140 must be paid no later than 30 days from the day of the first notice which reflects our costs. After that date, your Princity system instance will be deleted and there will be no further possibility to recover the printer usage information that was recorded during the subscription period.

Payment Methods

It is easy to make payment by credit or debit card by clicking the link in your invoice. Quarterly and monthly subscriptions are subject to auto credit card payment being set up. Failure to set up your recurring payment will result in your subscription being moved to an annual payment plan.

Alternatively, for annual payment plans you can pay us by bank transfer or submit a purchase order (where we have agreed to offer a credit facility).



Info Technology Supply Ltd.
ISO 9001 Certificate No. SP240099
ISO 27001 Certificate No. ISM7799309

iTS: Info Technology Supply Ltd.

2 Hobbs House, Harroviaan Business Village, Bessborough Road, Harrow, Middlesex, HA1 3EX, UK.

Tel: +44 (0)20 8869 1950 Email: info@its-group.com Web: www.its-group.com

Info Technology Supply Ltd is a company registered in England and Wales with company number 2230502.

VAT number GB 529 011 667, ICO Registration No ZA319618

Subscription Term Renewals

Unless otherwise agreed and regardless of the frequency of payments (monthly, quarterly or annually) all Princy subscriptions are for an initial minimum period of twelve months. Renewals are automatic for a further twelve-month period unless notice of cancellation is given by either party not later than 30 days prior to the end of the initial annual subscription period. Any notice of cancellation should be sent via email to cs@its-group.com. A minimum of 30 days prior to the end of your annual subscription you will receive a renewal invoice via email. Payment must be made prior to the expiry of your subscription or a purchase order submitted (where we have agreed to offer a credit facility).

Fee Changes

We may at our sole discretion at the end of an annual subscription period modify the fees for the Princy subscription service. Any subscription fee change will become effective at the end of the then-current Billing Cycle.

We will provide you with reasonable prior notice of any change in subscription fees to give you the opportunity to terminate your subscription before such change becomes effective should you so wish.

Your continued use of the service after the subscription fee change comes into effect constitutes your agreement to pay the modified subscription fee amount.

Refunds Policy

As you have had the opportunity to try the Princy service before taking a subscription, once you have placed an order which has been accepted no refunds are made by us except where required by law. This reflects the policy of the relevant software licensor which in this case is Princy (defined below) ("Software Licensor"). Once a subscription has started there is no automatic right to cancel any agreement for the provision of it as you have had the chance to examine it during the free trial period or previous subscription period.

Title Rights

The Software is protected by international copyright laws and other intellectual property rights. The owner of these rights is the relevant Software Licensor. All product and company names and logos contained within the Software are the trademarks, service marks or trading names of their respective owners, including us. You must not remove any copyright or other notice on the Software nor use it otherwise than strictly as provided in the Terms of Use and these terms.



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Liability

Although we seek to ensure the Service/Software is of satisfactory quality and we warrant it will function in accordance with its specifications and does not infringe the copyright of any other person as provided below, we limit our liability to the fullest extent permissible by applicable law to the price you pay for the current subscription period. In no event shall we or our licensor (Tummim sp. z o.o. trading as Princity ("Princity")), nor or our or its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose, except nothing in this agreement excludes or limits any liability for death and personal injury caused by our negligence or that of Princity or any other person.

Your use of the Service is at your sole risk. We seek to ensure the Service is of satisfactory quality. We warrant that the Service will function in accordance with its specifications and does not infringe the copyright of any third party. Other than that Service is provided without any other implied or express warranties.

Other than any express terms in this agreement, any terms as to satisfactory quality and fitness for purpose are excluded to the fullest extent permitted by applicable law.

In no event are we liable for any circumstances beyond our reasonable control being force majeure events including fire, flood, natural disaster, failure of power supply, strikes, disease and pandemic.

Accounts

When you create an account on the Princity Service, you must provide information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of this agreement, which may result in the immediate termination of your account on the Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon



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becoming aware of any breach of security or unauthorised use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

Termination

In addition as provided above where you or we terminate this Agreement on an annual anniversary of this Agreement, we may also terminate or suspend your account immediately and terminate this Agreement on written notice immediately where you breach these Terms and Conditions or go into liquidation or administration or similar event. Where we believe you are misusing your account, or it may have been hacked we may suspend it at any time to investigate the matter. We also may terminate this Agreement immediately on written notice to you where our head licence from Princyty terminates. You may terminate this Agreement where we are in material breach of these terms immediately on written notice to us.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service but no refund will be paid to you for any unexpired part of a month or year for which you have already paid unless we are in breach of these Terms and Conditions and you terminate for our breach. This termination right is in addition to your rights to terminate annually as provided above.

Support

Unlimited technical support is provided via email and telephone, five days a week, Monday to Friday and the hours of operation are 9 am to 5.30 pm GMT for UK and ROI customers and 9 am to 5.30 pm CET for European customers.

In the event of an outage of the Princyty service outside the above hours of support operation you may directly report the outage to the Software Licensor by calling an emergency number that will be provided upon taking a subscription.

The standard response times are as follows:

1 – Critical



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Critical is the most serious category, assigned to an incident if there is a system outage or the Customer is required to turn off access to the system due to a major system failure.

Response within 2 hours of notification by Customer to Supplier during ITS opening hours.

2 – Urgent

Urgent incidents involve any issue that prevents the software from providing its core capabilities as described in this agreement.

Response within 3 hours of notification by Customer to Supplier during ITS opening hours.

3 – Routine

Routine incidents involve all issues that are not critical or urgent.

Response within 4 hours of notification by Customer to Supplier during ITS opening hours.

Confidentiality, Non-Competition and Data Protection

The source code of the Software is confidential information of the Software Licensor and you shall not reverse engineer or decompile the software otherwise than is permitted by applicable law. All confidential information about the Software and the Supplier and its business and that of Princyty, all price quotes and any other details contained in a quotation and other trade secrets and any information about customers and licensors/suppliers other than that in the public domain are confidential information and must be kept confidential by yourselves and only used for the purposes of using your subscription to the Princyty Service. In particular but without limitation, you undertake not to supply any such confidential information including prices and quotations to our competitors. These obligations continue after termination of this agreement without limit as to time.

By taking a subscription you agree we may use personal data supplied to us by you to process your order and report support issues. Our use of the data may be in the UK, EU and our other global business locations. You shall ensure that you have full consent or full rights to pass to us and Princyty any personal data about your employees/ staff and anyone using the Service on your behalf ("Users") and confidential information about Users (together "Confidential Data") before passing it to us. You shall ensure you fully comply with all relevant data protection legislation when using the Service and when giving us your employees' personal data including compliance with the Data Protection Act 2018, UKGDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2002 and EU data protection law including the ePrivacy Directive and the General Data Protection Regulation as such laws may be amended from time to time. In particular but without limitation by entering into this Agreement you give us/Princyty permission to move Confidential Data outside the UK and outside the EU/EEA as constituted from time to time such as where we host it on services outside those jurisdictions and shall



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you shall ensure you obtain such permission from Users.

In practice this personal data is only a reasonable quantity of personally identifiable data about you/your employees who use the Service such as name, company name, email address and telephone number, in order to enable us and Princity to process orders and to provide support including support from Princity in Poland. We may ask you to show us consents you have obtained from Users on request and you should keep copies of these for future reference. Please note the Princity Service does not ever record details of who has printed anything, what has been printed nor the contents of documents.

The Supplier is registered with the UK Information Commissioner's Office (ICO) under data protection registration number A8251592.

General

These Terms and Conditions are subject to English law. You accept that any disputes regarding these Terms and Conditions will be heard in the English courts. These Terms and Conditions are the entire agreement between us and that you have not relied on any statements by us in agreeing to take a subscription to the Software.

Acceptance

Submission of a purchase order and/or payment indicates acceptance of the Terms and Conditions set out above and in turn we will ensure that you are provided with access to the Princity service.



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