TERMS OF SALE AND LICENCE - NEXTAISOLUTIONS.COM

BACKGROUND:

These Terms of Sale and Licence ("Terms of Sale"), together with any and all other documents referred to herein, set out the terms under which access to Paid Functionality is sold by Us through this website, www.nextaisolutions.com and/or the nextaisolutions-app (collectively "Our Site") to parties who are not Consumers. These Terms of Sale apply for the Subscribers and the Representatives when ordering access to Paid Functionality via Our Site. If the Subscriber does not agree to comply with and be bound by these Terms of Sale, the Subscriber will not be able to purchase access to Paid Functionality. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Consumer"	means an entity or individual acting for purposes which are wholly or mainly outside that entity's or individual's trade, business, craft or profession;
"Contract"	means a contract for the purchase of access for Users to Paid Functionality, as explained in Clause 6;
"Data Protection Legislation"	means all legislation in force in the United Kingdom from time to tim relating to data protection and privacy including, but not limited to, the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendment Etc.) (EU Exit) Regulations 2019, and any successor legislation relating to data protection and privacy, and only if you are an EU or EEA resident and if applicable th General Data Protection Regulation (EU Regulation 2016/679);
"Digital Services"	means the digital agency services including website design, mobile ap development, SEO, AEO, and digital marketing developed and operated by Us;
"Order Confirmation"	means our acceptance and confirmation of the Subscriber's purchase a Subscription;
"Order ID"	means the reference number for the Subscription;
"Licence"	

means a limited, non-exclusive, non-transferable, non-sublicensable licence for a set number of Users to access and use the relevant Paid Functionality;	**"Paid Functionality"**
means access to use the Digital Services and related digital content made available for access by Subscription through Our Site;	**"Representative"**
means the physical person legally and/or formally representing the Subscriber in the communication and transactions with Us;	**"Subscriber"**
means the physical or legal person who are not a Consumer taking up a Subscription;	**"Subscriber Content"**
means data of any kind submitted by the Subscriber via the Digital Services and/or stored by the Subscriber in the Digital Services as part of the Subscription;	**"Subscription"**
means a periodic subscription provided to the Subscriber by Us providing access for the Users to certain Paid Functionality;	**"Users"**
means the physical persons authorised by the Subscriber to access certain Paid Functionality subject to the Contract and these Terms of Sale; and	**"We/Us/Our"**
means NextAI Solutions.	

2. Information About Us

2.1 Our Site is operated by NextAI Solutions, 16 Cannon Hill, Southgate, London, N14 7HD, United Kingdom.

3. Consumers

Our Site is directed at businesses seeking digital and technology services. These Terms of Sale do not apply to Consumers. Consumers do not have the right to purchase access to Paid Functionality by Subscription or otherwise.

4. Representatives

The Representative warrants that it has the necessary power of attorney to legally bind the Subscriber in the relationship to Us under these Terms of Sale.

5. Subscriptions, Paid Functionality, Pricing and Availability

5.1 We make all reasonable efforts to ensure that all descriptions of the Inventory Management System as well as the Paid Functionality and Subscriptions available from Us correspond to the actual Inventory Management System and the Paid Functionality and delivery model that the Subscriber will receive.

5.2 We may from time to time change Our prices. Changes in price will not affect any Subscription that the Subscriber have already purchased but will apply to any subsequent renewal or new Subscription. We will inform the Subscriber of any change in price at least 30 days before the change is due to take effect. If the Subscriber do not agree to such a change, the Subscriber may cancel the Contract for a Subscription as described in sub-Clause 12.1.

5.3 Minor changes may, from time to time, be made to certain Paid Functionality, for example, to reflect changes in structure and/or programming of the Inventory Management System, relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Functionality and should not normally affect the Users' use of that Paid Functionality. However, if any change is made that would affect the Users' use of the Paid Functionality, suitable information will be provided to the Subscriber.

5.4 In some cases, as described in the relevant product descriptions, We may also make more significant changes to the Paid Functionality. If We do so, We will inform the Subscriber at least 30 days before the changes are due to take effect. If the Subscriber do not agree to the changes, the Subscriber may cancel the Contract as described in sub-Clause 12.1.

5.5 Where any updates are made to Paid Functionality, that Paid Functionality will continue to match Our description of it as provided to the Subscriber before the Subscriber purchased the Subscription for the Users to access the Paid Functionality. Please note that this does not prevent Us from updating and/or enhancing the Inventory Management System and/or the Paid Functionality, thereby going beyond the original description.

5.6 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that the Subscriber have already placed (please note sub-Clause 5.10 regarding VAT, however).

5.7 All prices are checked by Us before We accept the Subscriber's order. In the unlikely event that We have shown incorrect pricing information, We will contact the Subscriber in writing to inform the Subscriber of the mistake. If the correct price is lower than that shown when the Subscriber made the Subscriber's order, we will simply charge the Subscriber the lower amount and continue processing the Subscriber's order. If the correct price is higher, We will give the Subscriber the option to purchase the Subscription at the correct price or to cancel the Subscriber's order (or the affected part of it). We will not proceed with processing the Subscriber's order in this case until the Subscriber respond. If We do not receive a response from the Subscriber within 7 days, We will treat the Subscriber's order as cancelled and notify the Subscriber of this in writing.

5.8 If We discover an error in the price or description of the Subscription after the Subscriber's order is processed, We will inform the Subscriber immediately and make all reasonable efforts to correct the error. The Subscriber may, however, have the right to cancel the Contract if this happens. If We inform the Subscriber of such an error and the Subscriber do wish to cancel the Contract, please refer to sub-Clause 12.3.

5.9 Subject Clauses 11 and 12 all Subscriptions will auto-renew for an identical period of time at the end of the then current period of Subscription; i.e., a 12 months' subscription will auto-renew for 12 months at the end of the initial 12 months' period.

5.10 If the price of a Subscription that the Subscriber has ordered changes between the Subscriber's order being placed and Us processing that order and taking payment, the Subscriber will be charged the price shown on Our Site at the time of placing the Subscriber's order.

5.11 All prices on Our Site include VAT if applicable for the Subscriber as determined at time of check out. If the VAT rate changes between the Subscriber's order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

6. Orders - How Contracts Are Formed

6.1 Our Site will guide the Subscriber through the process of purchasing a Subscription. Before completing the Subscriber's purchase, the Subscriber will be given the opportunity to review the Subscriber's order and amend it. The Subscriber should ensure that the order is carefully checked before submitting it.

6.2 If, during the order process, the Subscriber provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process the Subscriber's order due to incorrect or incomplete information, We will contact the Representative to ask to correct it. If the Representative do not give us the accurate or complete information within a reasonable time of Our request, We will cancel the Subscriber's order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Functionality that results from the Subscriber providing incorrect or incomplete information.

6.3 No part of Our Site constitutes a contractual offer capable of acceptance. The Subscriber's order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending the Subscriber an Order Confirmation by email. Only once We have sent the Subscriber an Order Confirmation will there be a legally binding Contract between Us and the Subscriber.

Order Confirmations shall contain the following information:

- 6.3.1 The Subscriber's Order ID;
- 6.3.2 Confirmation of the Subscription ordered including full details of the number of Users covered by the Licence and the main characteristics of the Paid Functionality available as part of it;
- 6.3.3 Fully itemised pricing for Subscription including, where appropriate, taxes, and other additional charges; and
- 6.3.4 The duration of the Subscription and the renewal date.

6.4 In the unlikely event that We do not accept or cannot fulfil the Subscriber's order for any reason, We will explain why in writing. No payment will be taken under normal circumstances.

6.5 Any refunds under this Clause 6 will be issued to the Subscriber as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.

6.6 Refunds under this Clause 6 will be made using the same payment method that the Subscriber used when purchasing the Subscriber Subscription.

7. Payment

7.1 Subject to Clause 7.5 the Subscriber's payment obligations for the Subscription is activated when the Subscriber receives the Order Confirmation, and payment for Subscriptions must generally be made in advance for the relevant subscription period; however, the payment for the Subscription may at Our discretion be in instalments as described on Our Site, if applicable.

7.2 The Subscriber's chosen payment method will be charged when we process the Subscriber's order and send the Subscriber an Order Confirmation.

7.3 The Subscriber's chosen payment method will also be charged when we process any subsequent renewals of the Subscription and send the Subscriber an Order Confirmation.

7.4 We accept the following methods of payment on Our Site:

- 7.4.1 Paypal;
- 7.4.2 Credit or debit card via Stripe (as payment provider);

7.5 We may offer time-limited trial Subscriptions for free; the Subscriber's payment obligations for any paid for Subscription is activated when the period for provision of the time-limited trial Subscriptions run out.

7.6 If the Subscriber do not make any payment due to Us on time, We will suspend the Subscriber's and consequently the Users' access to the Paid Functionality. We may at Our discretion choose to send the Subscriber a reminder for payment, and if the Subscriber do not make payment within 3 calendar days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.

7.7 If the Subscriber believe that We have charged the Subscriber an incorrect amount, please contact Us as soon as reasonably possible to let us know.

8. Provision of Paid Functionality

8.1 Paid Functionality appropriate to the Subscriber's Subscription will be available to the Subscriber and the Users as soon as reasonably possible after We send the Subscriber an Order Confirmation and will continue to be available for the duration of the Subscription period (including any renewals), or until the Subscriber end the Contract.

8.2 In some limited circumstances, We may need to suspend the provision of Paid Functionality (in full or in part) for one or more of the following reasons:

- 8.2.1 To fix technical problems or to make necessary minor technical changes;
- 8.2.2 To update the Paid Functionality including but not limited to in order to comply with relevant changes in the law or other regulatory requirements;
- 8.2.3 To make more significant changes to the Paid Functionality, as described above in sub-Clause 5.4.

8.3 If We need to suspend availability of the Paid Functionality for any of the reasons set out in sub-Clause 8.2, We will inform the Subscriber in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Functionality, in which case We will inform the Subscriber as soon as reasonably possible after suspension). If the suspension lasts for more than 30 calendar days, the Subscriber may end the Contract as described below in sub-Clause 12.2.

8.4 We may suspend provision of the Paid Functionality if We do not receive payment on time from the Subscriber. We will inform the Subscriber of the non-payment on or after the due date, however if the Subscriber do not make payment within 3 calendar days of Our notice, We may suspend provision of the Paid Functionality until We have received all outstanding sums due from the Subscriber. If We do suspend provision of the Paid Functionality, We will inform the Subscriber of the suspension.

8.5 If We suspend provision of the Paid Functionality due to the Subscriber's circumstances the Subscriber Content will not be available for the Subscriber to access for the suspension period, and We shall have the right to charge the Subscriber for reactivation of the Subscriber's access to the Subscriber Content.

8.6 Any refunds under this Clause 8 will be issued to the Subscriber as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.

8.7 Refunds under this Clause 8 will be made using the same payment method that the Subscriber used when purchasing the Subscriber Subscription.

8.8 The Paid Functionality and the Digital Services allows the Subscriber to interact with third parties by corresponding with, submitting orders to and/or making payments to third parties including but not limited to third-party service providers, domain registrars, or advertising platforms. Part of such transactions ("Excluded Parts") may be executed by the Subscriber outside the Paid Functionality and the Digital Services and the Terms of sale shall not apply to the Excluded Parts except clauses 13, 18 and 19 hereof.

9. Licence

9.1 When the Subscriber purchases a Subscription to access Paid Functionality, We will grant the Subscriber the Licence for a set number of Users to access and use the relevant Paid Functionality. The licence granted to the Subscriber does not give the Subscriber and/or the Users any rights in the Paid Functionality (including any material that We may licence from third parties).

9.2 The Licence granted to the Subscriber under sub-Clause 9.1 is subject to the following usage restrictions and/or permissions:

- 9.2.1 The Subscriber and/or the Users may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Functionality (or any part of it) or make it available to the public except as permitted under the Contract and the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').
- 9.2.2 The Subscriber and the Users must at all times comply with the Terms of Use including the Acceptable Usage Policy available from Us. The Subscriber shall be jointly and severally liable for such compliance by the Users.

10. Problems with the Paid Functionality

10.1 We aim to provide Paid Functionality and the Inventory Management System that is of satisfactory quality, fit for purpose, and as described. If any Paid Functionality available through the Subscriber's Subscription does not comply, please contact Us as soon as reasonably possible to inform Us of the problem. The Subscriber's available remedies will be as follows:

- 10.1.1 If the Paid Functionality and/or the Inventory Management System has faults, the Subscriber will be entitled to a repair or a replacement; and
- 10.1.2 If We cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to the Subscriber, the Subscriber may be entitled to a full or partial refund.

10.2 Please note that We will not be liable under this Clause 10 if We informed the Subscriber of the fault(s) or other problems with particular Paid Functionality before the Subscriber accessed it and it is that same issue that has now caused the problem (for example, if the Paid Functionality in question is an alpha or beta version and We have warned the Subscriber that it may contain faults that could harm the Subscriber device or other digital content); if the Subscriber have purchased the Paid Functionality for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from the Subscriber and/or any User's use of the Paid Functionality for that purpose; or if the problem is the result of misuse or intentional or careless damage by the Subscriber and/or any User.

10.3 If there is a problem with any Paid Functionality, please contact Us immediately as provided in clause 14.

10.4 Refunds (whether full or partial, including reductions in price) under this Clause 10 will be issued within 14 calendar days of the day on which We agree that the Subscriber are entitled to the refund.

10.5 Refunds under this Clause 10 will be made using the same payment method that the Subscriber used when purchasing the Subscriber Subscription.

11. Cancelling The Subscriber's Subscription

11.1 The Subscriber may cancel the Subscriber's Subscription at any time, however subject to Clause 12, We cannot offer any refunds and the Subscriber will continue to have access to the Paid Functionality for the remainder of the Subscriber's current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.

11.2 If the Subscriber wish to exercise the Subscriber's right to cancel under this Clause 11, the Subscriber may inform Us of the Subscriber's cancellation by contacting Us as provided in clause 14. Cancellation by email or by post is effective from the date on which the Subscriber send Us the Subscriber message. In each case the Subscriber must provide Us with the Subscriber name, address, email address, telephone number, and Order ID.

12. The Subscriber Other Rights to End the Contract

12.1 The Subscriber may end the Contract at any time if We have informed the Subscriber of a forthcoming change to the price and/or Subscriber's Subscription and/or the Paid Functionality (as described in sub-Clauses 5.2 and 5.4), that the Subscriber do not agree to. If the change is set to take effect or apply to the Subscriber before the end of the Subscriber current Subscription and/or Single Program Access term, and the Subscriber terminates the Contract on this basis, We will issue the Subscriber with a pro-rated refund equal to the remaining time left in that Subscription and/or Single Program Access term. If the change will not take effect or apply to the Subscriber until the expiry of the Subscriber current Subscription, the Contract will end at the end of that Subscription period and/or Single Program Access term and the Subscriber will continue to have access to the Paid Functionality until that date.

12.2 If We have suspended availability of the Paid Functionality for more than 30 calendar days, or We have informed the Subscriber that We are going to suspend availability for more than 30 calendar days, the Subscriber may end the Contract immediately, as described in sub-Clause 8.3. If the Subscriber end the Contract for this reason, We will issue the Subscriber with a prorated refund.

12.3 If We inform the Subscriber of an error in the price or a significant and material error in the description of the Paid Functionality and/or the Inventory Management System, and the Subscriber within 14 calendar days of the Subscriber purchasing the Subscription wish to end the Contract as a result, the Subscriber may end it immediately. If the Subscriber end the Contract for this reason, We will issue the Subscriber with a full refund.

12.4 The Subscriber also have a legal right to end the Contract at any time if We are in breach of it. The Subscriber may also be entitled to a full or partial refund and compensation.

12.5 Refunds under this Clause 12 will be made within 14 calendar days of the date on which the Subscriber's cancellation becomes effective, using the same payment method that the Subscriber used when purchasing the Subscriber's Subscription.

12.6 If the Subscriber wishes to exercise the Subscriber's right to cancel under this Clause 12, the Subscriber may inform Us of the Subscriber's cancellation by contacting Us as provided in clause 14. Cancellation by email or by post is effective from the date on which the Subscriber send Us the Subscriber' [s message. In each case the Subscriber must provide Us with the Subscriber name, address, email address, telephone number, and Order ID.

13. Our Liability

13.1 We will be responsible for any foreseeable loss or damage that the Subscriber may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by the Subscriber and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

13.2 We will not be responsible in any way directly to the Users except for issues related to Our Privacy Policy as provided in Clause 16.

13.3 We make no warranty or representation that the Paid Functionality is fit for commercial, business or industrial use of any kind. We will not be liable to the Subscriber for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

13.4 The Subscriber's use of Our Site and/or the Paid Functionality and/or the Digital Services is at the Subscriber's own risk and We will not be liable to the Subscriber for any interaction with third parties utilising the Paid Functionality and/or via the Digital Services including but not limited to correspondence with, orders submitted to or from and/or payments made to or from any third parties including but not limited to third-party service providers, domain registrars, or advertising platforms.

13.5 We will not be liable to the Subscriber for corruption or loss of Subscriber Data.

13.6 If We suspend provision of the Paid Functionality due to the Subscriber's circumstances We will not be liable for any loss of the Subscriber Content.

13.7 If, as a result of Our failure to exercise reasonable care and skill, any digital content (including but not limited to Paid Functionality) from Our Site damages the Subscriber's or any Users' servers or devices or other digital content belonging to the Subscriber or Users, We will not be liable under this provision if:

- 13.7.1 We have informed the Subscriber of the problem and provided a free update designed to fix it, but the Subscriber have not applied the update; or
- 13.7.2 The damage has been caused by the Subscriber and/or User's own failure to follow Our instructions; or
- 13.7.3 The Subscriber and/or User's device does not meet any relevant minimum system requirements that We have made the Subscriber aware of before the Subscriber purchased the Subscriber's Subscription.

13.8 Notwithstanding the foregoing, the Subscriber must acknowledge and agree, that We shall to the greatest extend permitted by law not be responsible or liable to the Subscriber or any Users for any indirect, direct, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, strict liability or other theory arising out of or relating in way to Our Site and the Paid Functionality.

13.9 Our maximum total aggregate liability and the Subscriber's sole and exclusive remedy, for all damages, losses suffered by the Subscriber and/or the Users and causes of action, whether in contract, tort (including without limitation, negligence) or otherwise, shall be equal to the price of the Subscription paid by the Subscriber.

13.10 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

14. Contacting Us

To contact Us, please email us at info@nextaisolutions.com or using any of the methods provided on Our contact page.

15. Complaints and Feedback

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that the Subscriber's experience as a customer of Ours is a positive one, We nevertheless want to hear from the Subscriber if the Subscriber have any cause for complaint.

16. Data Protection

16.1 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Subscriber's rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice.

17. Data Processing

17.1 All personal data to be processed by Us on behalf of the Subscriber under this Agreement shall be processed in accordance with the terms of a Data Processing Agreement entered into by the Parties.

17.2 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 17 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.

18. Other Important Terms

18.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). The Subscriber's rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.

18.2 The Subscriber may not transfer (assign) its obligations and rights under these Terms of Sale (and under the Contract) without Our express written permission.

18.3 The Contract is between the Subscriber and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.

18.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

18.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

18.6 We may revise these Terms of Sale from time to time, including but not limited to in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to the Subscriber Subscription, We will give reasonable advance notice of the changes.

19. Law and Jurisdiction

19.1 These Terms of Sale, and the relationship between the Subscriber and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

19.2 Any disputes concerning these Terms of Sale, the relationship between the Subscriber and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

www.nextaisolutions.com