

## CCH iFirm Validate –Service Specific Terms and Conditions

LAST UPDATED: 19 September 2024

These terms and conditions (“Validate Service Specific Terms”) form part of the legal agreement between the Customer (“you” and “your” in context) and Wolters Kluwer (UK) Ltd, a company registered in England and Wales with company registration number 00450650 having its registered office at 145 London Road, Kingston upon Thames, Surrey, KT2 6SR; (“we”, “us” and “our” in context) relating to your access and use of our SaaS solution CCH iFirm Validate (the “Service”).

By executing an Order, you agree that you are authorised by the party on whose behalf you are signing and you agree to these Validate Service Specific Terms, our Cloud Services General Terms and Conditions (“General Terms”) accessible at <https://www.wolterskluwer.com/en-gb/solutions/software-tax-accounting/termsconditions>. Both these Validate Service Specific Terms and the General Terms form part of the binding Agreement between us, as defined in the General Terms. If you do not agree to all terms and conditions, you must not accept this Agreement and cannot use CCH iFirm Validate.

We may update these Validate Service Specific Terms at any time and publish the latest updated version on the CCH iFirm website and/or at <https://www.wolterskluwer.com/en-gb/solutions/software-taxaccounting/terms-conditions>. Any changes will immediately take effect upon such publication.

### **1. Interpretation**

- 1.1 These terms and conditions are subject to our General Terms. In event of any inconsistency or conflict between these Validate Service Specific Terms and the General Terms, the General Terms shall take precedence.
- 1.2 Unless otherwise defined herein, all capitalised terms in these Validate Service Specific Terms have the meaning as defined in the General Terms.

### **2. Charges and payment**

- 2.1 In accordance with the Order, you shall pay Fees to us for:
  - 2.1.1 the selected annual base package in the Order;
  - 2.1.2 any additional charge per single Validate bank confirmation check included in the Order or in the price list for this Service; and
  - 2.1.3 any additional services relating to CCH iFirm Validate included in the Order.
- 2.2 You are liable to pay us for the full amount of the selected annual base package irrespective of whether you utilize all of the Validate bank confirmation checks comprised in that package. No roll-over of unused bank confirmation checks is permitted from one Term to the next Term.
- 2.3 You will only be able to upgrade or downgrade to a different annual base package or to cancel the Service, at the end of your current annual base package, provided: (i) you have already fully paid up all fees owed for your current annual base package, (ii) that we receive at least 30 days’ notice in writing from you, before the Renewal Term commences, such notice specifying whether you intend to upgrade, downgrade or cancel with specific information relating to the annual base package selected for the Renewal Term in the case of an upgrade or a downgrade. Where no such notice is received, the selected annual base package shown in your last Order, will be renewed at the commencement of your Renewal Term by default.
- 2.4 No mid-Term changes to the current annual base package are permitted.

- 2.5 Subject to our prior agreement, you may choose to pay your Fees to us through periodic payment options provided by us from time to time or by monthly Direct Debit. In respect of monthly Direct Debit the Fees shall be divided into equal monthly instalments of the Fees payable for the remainder of the Term. Monthly instalments will be collected on the 28th day of each month.
- 2.6 Where you exceed the current annual base package, the relevant Direct Debit payment will automatically increase by the amount required to pay for your additional usage.
- 2.7 Where a Direct Debit collection fails, an additional attempt to collect the monthly instalment is made 5 days after the failed collection. On a further failed collection we may suspend your access to the Validate Service until such amounts are paid in full.
- 2.8 We reserve the right to correct invoices affected by technological issues such as errors, defects, or bugs ("Errors") when such Errors are discovered, and you agree to pay any amounts owing following such corrections.

### **3. CCH iFirm Validate End User Terms**

- 3.1 As a condition to us granting you access to and use of CCH iFirm Validate, you shall:
  - 3.1.1 be responsible for the provision of the telecommunications and network services and correctly configured hardware and other equipment needed to connect to the Service;
  - 3.1.2 be responsible for the configuration and management of your access to the Service including configuration of your network, firewall, DNS, routers and personal computers;
  - 3.1.3 keep all username and passwords needed to access the Service confidential and secure and not disclose the same (or permit them to be disclosed) to any other person, except to those of your employees (including contract/temporary workers) who have a need to know the same and are directly engaged in the performance of the agreement;
  - 3.1.4 change any password and/or username whenever required to do so by us, and take all such measures and implement all such procedures and safeguards as would reasonably be expected of a prudent user of a product such as the Service;
  - 3.1.5 notify us immediately in the event of any failure in security or breach of the Agreement which will or may result in a username and/or password coming into the possession and knowledge of an unauthorised person;
  - 3.1.6 comply with all reasonably and lawful instructions provided to you by us from time to time concerning access to the Service and use of the associated Service materials;
  - 3.1.7 comply with all applicable laws in the performance of your rights and obligations under the Agreement;
  - 3.1.8 provide all such assistance and cooperation in connection with the performance of the Agreement as we may reasonably require.

### **4. CCH iFirm Validate Support**

- 4.1 We will, as part of the Validate Service provide you with our standard customer support services during Normal Business Hours in accordance with the Support Services Policy in effect at the time that the Validate Service is provided. We may amend the Support Services Policy in our sole and absolute discretion from time to time. In this section "Support Services Policy" means our policy (from time to time) for providing support in relation to the Validate Service as made available on the Validate Service or at our Support Portal; and "Normal Business Hours" means 9.00 am to 5.00 pm local UK time, each Business Day being, a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.