

CCH iFirm Service Specific Terms

LAST UPDATED: 09/10/2025

These terms and conditions ("**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 cloud solution CCH iFirm

Personal Tax
MTD for Income Tax
Accounts Production
AML (Data Checks, Biometric, Ongoing Monitoring, IDV Checks)
Validate
Time & Fees
Document Management

In connection with a Dual Platform Licence

each the "**Service**" and together the "**Services**".

By executing an Order, you agree that you are authorised by the party on whose behalf you are signing and you agree to these Service Specific Terms and our TAA Cloud Services General Terms ("**General Terms**") accessible at <https://www.wolterskluwer.com/en-gb/solutions/software-tax-accounting/terms-conditions>. Together with the Order, these 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 for the Service(s), you must not accept this Agreement and cannot use any of the Service(s).

We may update these 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-tax-accounting/terms-conditions>. Any changes will immediately take effect upon such publication.

1. Interpretation

- 1.1 These Service Specific Terms are subject to our General Terms. In the event of any inconsistency or conflict between these Service Specific Terms and the General Terms, the General Terms shall take precedence.
- 1.2 Unless otherwise defined herein, all capitalised terms in these 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 Service(s) specified in the Order, at the price, rate, band, package, volume or other unit ("**Units**") as applicable, for the relevant Service(s);
 - 2.1.2 any additional amount for Units in excess of the initially ordered Units at such price lists as applicable for the Service(s) from time to time; and
 - 2.1.3 any other fees for additional services, as included in the Order.
- 2.2 Subject to section 2.4 below, the Service(s) are provided on a subscription-based model with the Initial Term automatically renewing on a rolling basis for the same Services, Fees and period as the Initial Term, as more fully set out in the General Terms.
- 2.3 You are liable to pay us for the full amount for the selected Units irrespective of whether you utilize all of the Units ordered for that Service. NO ROLL-OVER OF UNUSED UNITS ARE PERMITTED FROM ONE TERM TO THE NEXT TERM.

- 2.4 You will only be able to upgrade or downgrade the Service(s) to a different Unit level or to cancel the Service(s), at the end of the current Term for the Service in question, provided: (i) you have already fully paid up all Fees owed for the Term of your current Service(s), (ii) that we receive at least 30 days' notice in writing from you, before the Renewal Term commences in respect of any Service(s), such notice specifying whether you intend to upgrade, downgrade or cancel any particular Service(s) with specific information relating to the Unit level selected for the Renewal Term in the case of an upgrade or a downgrade. Where no such notice is received, the selected Units shown in your last Order for the prior Term and for each of the Service(s), will be renewed at the commencement of your Renewal Term by default.
- 2.5 NO MID-TERM CHANGES TO THE CURRENT UNIT LEVEL ARE PERMITTED.
- 2.6 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. Your invoice may show these as Recurring Fees. 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.
- 2.7 Where you exceed the current Unit level, the relevant Direct Debit payment will automatically increase by the amount required to pay for your additional usage.
- 2.8 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 Service(s) until such amounts are paid in full.
- 2.9 We reserve the right to correct invoices affected by miscalculations, mistakes or technological issues, errors, defects, or bugs ("Errors") when such Errors are discovered, and you agree to pay any amounts owing following such corrections.

CCH iFirm AML Only – additional terms

3 This section 3 applies only to CCH iFirm AML

3.1 As a condition to us granting you access to, and use of CCH iFirm AML, 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.

Dual Platform Licence Only – additional terms

- 4 This section 4 applies only to the Dual Platform Licence (“DPL”).
- 4.1 A DPL is available (subject to an Order being signed and an annual DPL Fee being payable) to our CCH Central customers with active CCH Central licences (and who have no outstanding debt on their CCH account with us) (“**CCH Active Customer**”, “**you**”, “**your**” in context) that migrated or would like to migrate part of their CCH Central database to CCH iFirm or who wish to take a phased approach to adopting CCH iFirm by servicing some of their own clients in the cloud and some in the on-premise software and/or who desire to use both CCH Central & CCH iFirm until they have fully migrated from CCH Central to CCH iFirm.
- 4.2 A DPL is subject to the following terms: the CCH Software Terms & Conditions (and associated GDPR Data Processing Addendum), the General Terms and these Service Specific Terms (including for the avoidance of doubt, this section 4).
- 4.3 The annual DPL Fee is set out in the relevant Order and is subject to annual price increases until the CCH Active Customer has fully migrated from CCH Central to CCH iFirm.
- 4.4 We reserve the right to increase the DPL Fee by reasonable notice to you and at the point at which we determine (at our sole discretion) that CCH iFirm has feature parity to CCH Central suite: (i) and where we have identified that you are eligible for a full migration, however you refuse to fully migrate; (ii) where you are willing to migrate to CCH iFirm (at its then applicable pricing), you will be permitted, subject to our prior agreement including reasonable notice being received, to stop paying the CCH Central licence fees and the DPL Fees (from a date to be agreed between us).
- 4.5 We reserve the right to withdraw, revoke, restrict and/or terminate these Dual Platform Licence Terms at any time for any reason.

5 Support

- 5.1 We will, as part of the Service(s) 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 Service(s) are 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 Service(s) as made available on the Service(s) 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.