



# **Terms and Conditions for** **Microsoft Office 365 Software, Service & Support** **Supplied by Estates IT™ Ltd**

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## **1. Interpretations.**

“Agreement”	Means these Terms and Conditions.
“The Company”	Means Estates IT™ Ltd who are registered in England under company number 410592 and whose registered office is at 102 Grasmere Road, Whitstable, Kent CT5 3EU.
“Service”	Means the provisioning of the Office 365 Maintenance Plan by Estates IT™ Ltd to You
“You”, “Your” or “Third Party”	Means the company who has signed this agreement or accepted our terms and conditions.
“Office 365”	Means the Microsoft Office 365 software
“Software”	Means the Office 365 products which you have chosen to purchase from Microsoft through Estates IT™ Ltd
“Office 365 Maintenance Plan Service”	Refers to the monthly subscription of the Office 365 Maintenance Plan Service supplied by Estates IT™ Ltd to you and that is limited to use by you.
“Website”	Means www.estatesit.com

## **2. Minimum Terms.**

- 2.1. There is no Minimum Term for the Office 365 Maintenance Plan Service Agreement
- 2.2. To end the Agreement, notice must be received in writing and acknowledged by a written reply from The Company. Upon giving notice to end the Agreement any outstanding subscription charges will become due in full.
- 2.3. Failure to confirm cancellation will result in a continuation of monthly subscription charge.
- 2.4. The Company will automatically continue the Agreement and will not seek a resigning of an Agreement. You, not the Company, are responsible for ending the Agreement as of conditions set out in term 2.2.
- 2.5. The Company reserves the right to terminate the service with or without cause with immediate effect.

## **3. Restrictions.**

- 3.1. You may not grant access of the Software or disclose any licence keys to any other third party without the express written consent of The Company.
- 3.2. Only Office 365 Online Exchange services are covered by the Office 365 Maintenance Plan. Additional support can be requested on other Office 365 products and technologies; however, this would need to be requested in writing and may incur additional charges.



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### **4. Setup.**

- 4.1. Upon receipt of an order form or agreement confirmation via company email, initial payment and payment mandate, the Office 365 Maintenance Plan Service will be set up and delivered to You.
- 4.2. By use of the Office 365 Maintenance Plan Service you must agree to the Terms & Conditions contained in this document.

### **5. Requirements for use of the Service**

- 5.1. You agree that you will use the Office 365 Software only on machines running genuine, activated copies of Windows operating systems.
- 5.2. Use of Office 365 is governed by minimum software version requirements. Please check before ordering that your environment is supported by Microsoft Office 365. These requirements are also subject to change without notice and are changed frequently.

### **6. Subscription Fee, Payment terms & Invoicing.**

- 6.1. The Company fees are exclusive of VAT, and VAT will be charged at the appropriate rate.
- 6.2. Payment terms are monthly in advance by direct debit mandate.
- 6.3. If you believe your invoice is incorrect, you must contact The Company in writing within 30 days of the invoice date.
- 6.4. The Company will apply Data Migration charges for porting any existing data into Your Office 365 account
- 6.5. Details on how to access the Office 365 Maintenance Plan Service with full documentation will be provided once your Service has been set up.
- 6.6. The Company reserves the right to change the Prices of its Office 365 Maintenance Plan at any time by giving you written notice of those changes.
- 6.7. The company charges only for the support and management of the exchange mailboxes on the Office 365 platform.
- 6.8. Payment for the Office 365 Platform is paid directly by You to Microsoft and is governed by their payment terms and conditions. The Company has no control over Your payments to Microsoft.

### **7. Late Payment, Suspension and Termination.**

- 7.1. The Company reserves the right to suspend or terminate this Agreement and your access to the Office 365 Maintenance Plan with immediate effect if your account falls into arrears.
- 7.2. The Office 365 Maintenance Plan will be suspended if payment is not received or if a Direct Debit is refused for any reason. Once payment or proof of payment has been received, service will be reinstated within 2 working days.

### **8. Office 365 Technical Support.**

- 8.1. Available from Monday to Friday 9:00am to 5:30pm, excluding bank holidays and planned closures.
- 8.2. Full Email & Telephone support is included in the monthly Subscription Fee.
- 8.3. Support requests will be subject to a maximum 2 working day response Monday to Friday.
- 8.4. Full up to date documentation, on the use of the Office 365, is provided online by Microsoft.
- 8.5. The Company will evaluate support requests which may be training issues and pass these on appropriately to the correct department.
- 8.6. Telephone, Remote Access, on site and Class room training is available, please see latest details on our website.
- 8.7. The Company accepts no liability to you or any third party for any damages whatsoever relating to your downloading, installing or use of the Software and Service, including without limitation, any direct, indirect, special, incidental, consequential or punitive damages, arising out of loss of data or profits whether we were expressly advised of the possibility of such loss or damage.
- 8.8. The Company accepts no liability for any malfunction or other failure of your own equipment or network upon which you have installed or otherwise used the Software.
- 8.9. The Company accepts no liability for any issues arising from incorrect use of the Office 365 Software, including but not limited to, use of Office 365 mailboxes on multiple devices, password issues and incorrect setup not undertaken by The Company.
- 8.10. The Company will support Office 365 exchange services including purchasing licences on Your behalf, setting up the Office 365 control panel, setup of Office 365 exchange mailboxes on Your designated main email client e.g. Outlook within PCHomes Plus.
- 8.11. The Company will not undertake and is not responsible for, setup of Office 365 exchange services on mobile telephones, tablet computers or any other mobile devices.
- 8.12. The Company will in certain circumstances liaise with Microsoft on your behalf to seek a resolution of issues beyond The Company control.
- 8.13. These terms and conditions are subject to fair usage by You. The Company reserves the right to refuse, end or withdraw support for any issues that The Company deems to be outside of fair usage.



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### **9. Your Responsibilities.**

- 9.1. You are responsible for all activity occurring under your Office 365 Software Licences.
- 9.2. You shall notify The Company immediately of any unauthorized use of the Office 365 Software Licences or any other known or suspected breach of security.
- 9.3. You may not allow any third parties access to the Your Office 365 account.
- 9.4. The Company will from time to time upgrade, modify, limit and suspend the Office 365 Maintenance Plan Service. As a user of Office 365 Software, you must accept the upgrade or modification. The Company is not responsible for the cost of implementing changes due to the impact of the upgrade or modification.
- 9.5. The Company cannot be held responsible for any losses due to bugs or errors in the Office 365 Software.
- 9.6. You shall indemnify The Company against all damages, losses and expenses arising as a result of any action or claim that the Office 365 Software has been disrupted shared or content or data accessed from that service in such a way that infringes the privacy or intellectual property rights of any third party.

### **10. Internet Delays.**

- 10.1. Your Office 365 Service Plan may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications.
- 10.2. The Company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

### **11. Modification to Terms.**

- 11.1. You are responsible for regularly reviewing this Agreement.
- 11.2. Your continued use of the Office 365 Maintenance Plan will be deemed acceptance of these terms and conditions and any amendments made to them from time to time.
- 11.3. The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Office 365 Software at any time, effective upon posting of an updated version of this Agreement on The Company Website.
- 11.4. You acknowledge and accept that Your use of the Office 365 Software must be in accordance with The Company general terms and conditions in addition to the Office 365 Software terms and conditions as laid out in this document as well as the Microsoft terms and conditions.

### **12. External Links to Microsoft Terms and Conditions**

- 12.1 When you purchase and use the Microsoft Office 365 Software and the Estates IT™ Ltd Office 365 Maintenance Plan Service You agree to be bound by their terms and conditions. You are responsible for reviewing the Microsoft terms and conditions regularly. The Company will not accept any responsibility for any issues that may arise from You not reviewing the them:

<https://technet.microsoft.com/en-us/library/office-365-service-descriptions.aspx>  
<https://technet.microsoft.com/en-us/library/office-365-service-level-agreement.aspx>  
<https://products.office.com/en-gb/business/office-365-trust-center-welcome>  
<https://products.office.com/en-US/office-system-requirements>

### **13. Governing Law and Jurisdiction.**

- 13.1. These terms of use are governed by English law. The English courts will have exclusive jurisdiction over any claim arising from, or related to, the use of the Office 365 Software although we retain the right to bring proceedings against you for breach of these conditions in any relevant country.