

RegNexus Books - Terms of Service (Master Services Agreement)

Provider: RegNexus Limited

Company number: 17280006

Registered office: 19 Lewis Crescent, Wellington, Telford, England, TF1 2FQ

Version: 1.0

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1. Parties, business use and acceptance

1.1 These Terms of Service (the **Terms**) govern access to and use of **RegNexus Books**, including its applications, APIs, documentation and enabled modules (the **Service**), provided by **RegNexus Limited (RegNexus, we, us, our)**.

1.2 The person or organisation accepting an Order or using the Service is the **Customer (you, your)**. If an individual accepts for an organisation, that individual confirms that they are authorised to bind it.

1.3 The Service is supplied **only for business or professional purposes**. By accepting the Agreement you confirm that you are acting wholly or mainly for purposes relating to your trade, business, craft or profession. The Service is not offered for personal or household consumer use. If mandatory consumer rights nevertheless apply in a particular case, nothing in the Agreement excludes them.

1.4 You become bound by the Agreement when you click to accept it, submit or accept an Order, create a paid account where the checkout makes the contractual documents available, or otherwise agree to it electronically. RegNexus may retain an electronic record of acceptance, including the user, timestamp and version accepted.

2. Contract documents and precedence

2.1 The **Agreement** consists of: (a) the applicable Order or plan selection; (b) these Terms; (c) the RegNexus Books **Data Processing Agreement (DPA)** where RegNexus processes Customer Personal Data on your behalf; and (d) the **Acceptable Use Policy (AUP)**.

2.2 The Privacy Notice, Cookie Notice, Sub-processor List, user documentation and security information describe our practices or the Service but do **not** form contractual promises except to the extent expressly incorporated by an Order, these Terms or the DPA.

2.3 If documents conflict: (a) mandatory law and any mandatory international-transfer clauses prevail; (b) the DPA prevails for the processing of Customer Personal Data and data-protection matters; (c) a specifically negotiated Order term prevails over these Terms for the commercial/service matter it expressly identifies; and (d) these Terms prevail over the AUP.

2.4 An Order does not override the DPA or mandatory data-protection terms merely because it appears earlier in the contractual stack.

3. Definitions

Authorised User means an individual you permit to access the Service under your account.

Applicable Data Protection Law means the UK GDPR, the Data Protection Act 2018, the Data (Use and Access) Act 2025 to the extent applicable, the Privacy and Electronic Communications Regulations 2003 where applicable, and any binding replacement or amendment in force from time to time.

Customer Data means data submitted to, stored in, generated through or received by the Service for you, including financial records, contacts and, where applicable, payroll and tax

data.

Customer Personal Data has the meaning given in the DPA.

Documentation means the user and technical documentation RegNexus makes available for the Service.

Fees means the charges stated in the applicable Order or published pricing accepted at purchase.

Order means the plan selection, order form, checkout record or other ordering document accepted by the parties.

Subscription Term means the subscription period stated in the Order.

Third-Party Service means a third-party product, bank, payment provider, identity provider, data source or other external service that interoperates with the Service.

4. Service and licence

4.1 Subject to the Agreement and payment of Fees, RegNexus grants you a limited, non-exclusive, non-transferable (except under clause 20), non-sublicensable right during the Subscription Term to access and use the Service for your internal business purposes.

4.2 A professional-firm or practice plan may permit you to use the Service in providing professional services to your clients to the extent expressly stated in the applicable Order. That permission does not transfer ownership of the Service or permit resale of RegNexus Books as a standalone product.

4.3 We may maintain, update and improve the Service. We may add, replace or discontinue features, provided that we will not materially reduce the core paid functionality of your current plan during a committed paid term without either: (a) providing materially equivalent functionality; or (b) giving reasonable advance notice and allowing you to terminate the materially affected Service and receive a pro-rata refund of prepaid Fees for the unused affected period.

4.4 Clause 4.3 does not prevent urgent changes reasonably required for security, law, regulatory compliance, third-party dependency failure or to prevent material harm. We will give notice where reasonably practicable.

4.5 Unless an Order expressly includes a service-level agreement, no specific uptime percentage or service credit applies.

5. Accounts, identity, access and security

5.1 You must provide accurate registration and organisation information and keep it current.

5.2 You are responsible for selecting appropriate Authorised Users, assigning suitable permissions, protecting credentials and ensuring that your Authorised Users comply with the Agreement.

5.3 You are not responsible for unauthorised activity to the extent caused by RegNexus's breach of the Agreement, failure of RegNexus security controls, or an event outside your reasonable control that you could not reasonably have prevented.

5.4 You must notify us promptly through the security/support contact published by RegNexus if you reasonably suspect unauthorised access, credential compromise or another security incident concerning your account.

5.5 We may require multi-factor authentication, SSO controls or other reasonable security measures for particular plans, roles or higher-risk functions.

6. Fees, billing, renewal and taxes

6.1 Fees are those stated in your Order or the published pricing you accept at purchase. Unless stated otherwise, Fees are in **GBP** and exclusive of VAT, which will be added where

applicable.

6.2 If we offer a free trial, the duration, included features and conversion terms will be stated at sign-up or in the Order. At the end of a trial, paid functionality may be suspended unless an active paid subscription exists. We will not rely on an undisclosed trial-to-paid conversion term.

6.3 Paid subscriptions are billed in advance at the frequency stated in the Order. Payment may be processed through Stripe or another disclosed payment provider. RegNexus does not store full payment-card numbers where those are handled by the payment provider.

6.4 Subscriptions renew automatically for successive periods equal to the Subscription Term unless cancelled before renewal, except where the Order states otherwise.

6.5 You may turn off renewal through the available billing/account controls or another method we specify. Cancellation stops future renewal and does not ordinarily refund the current paid term unless the Agreement expressly provides otherwise.

6.6 We may change published prices. A change to your existing paid subscription will take effect no earlier than the next renewal after at least **30 days' notice**, unless you expressly agree otherwise.

6.7 If payment is overdue or fails, we may retry payment and, after reasonable notice, suspend paid access while amounts remain due. We will restore access within a reasonable period after payment or resolution.

6.8 **Payment and banking functionality.** RegNexus is not a bank, electronic-money institution or payment institution merely by providing the Service, and RegNexus does not take possession of Customer or client funds as part of the ordinary Books service. Where Books initiates, transmits, displays or reconciles payment instructions or collection activity, the movement of funds is carried out by the relevant bank or authorised payment provider under the applicable customer/provider arrangements.

7. Acceptable use

7.1 You must not, and must not permit any Authorised User to: (a) use the Service unlawfully or to process content you have no right to process; (b) gain or attempt unauthorised access to another organisation's data, account or infrastructure; (c) defeat access, security, usage or technical restrictions; (d) introduce malware or knowingly harmful code; (e) materially disrupt, overload or impair the Service; (f) probe or test security except under a RegNexus-authorised security testing arrangement; (g) reverse engineer, decompile or disassemble the Service except to the limited extent that applicable law makes such a restriction unenforceable; (h) copy or create derivative works of protected Service software or Documentation except as permitted by law; (i) resell or provide the Service as a standalone service to third parties except where an Order expressly permits it; or (j) use non-public elements of the Service to develop a directly competing product in breach of RegNexus intellectual-property or confidentiality rights.

7.2 We may suspend affected access to investigate or stop conduct that creates a material security, legal, regulatory or operational risk. We will limit suspension to what is reasonably necessary and give notice where practicable.

8. Customer Data, data protection and privacy

8.1 As between the parties, you retain the rights and interests you have in Customer Data. You grant RegNexus the limited rights necessary to host, process, transmit, back up, secure and otherwise handle Customer Data to provide the Service and follow your documented instructions.

8.2 Where RegNexus processes Customer Personal Data on your behalf, the **DPA** applies and is incorporated into the Agreement.

8.3 RegNexus may act as an independent controller for account administration, our own billing, authentication/security management, service protection, legal compliance and other controller purposes described in the Privacy Notice.

8.4 Our current Customer Data sub-processors and change-notification process are stated in the separate **Sub-processor List** and governed contractually by the DPA.

8.5 When you instruct RegNexus Books to transmit information to HM Revenue & Customs or Companies House, RegNexus processes the transmission on your instruction. Those bodies determine their own statutory purposes for information they receive and ordinarily act as separate controllers for their subsequent processing.

8.6 Customer Data return, export and deletion are governed by clause 13 and the DPA. RegNexus will not retain Customer Personal Data merely because a general six-year accounting period may apply to a customer's own records; any retention by RegNexus after termination must have a contractual instruction or legal basis applicable to RegNexus.

9. Third-Party Services and integrations

9.1 The Service may interoperate with Third-Party Services, including banks, payment processors, identity providers and communications/data providers.

9.2 Where you choose and authorise a Third-Party Service, you are responsible for your separate relationship with that provider and for authorising the relevant data exchange, except to the extent RegNexus directly contracts the provider as its sub-processor or otherwise assumes obligations under the Agreement.

9.3 We are not responsible for an outage, change, refusal, data error or other failure caused solely by a Third-Party Service outside RegNexus's reasonable control, but this does not exclude responsibility for RegNexus's own integration code, configuration, contractual duties or data-protection obligations.

9.4 We may suspend or replace an integration if necessary because the provider changes or withdraws its service, security risk arises, or continued use would be unlawful. Clause 4.3 applies where the change materially affects paid core functionality.

10. Intellectual property

10.1 RegNexus and its licensors own all intellectual-property rights in the Service, software, Documentation, brand, deterministic engines, models and platform technology, except for Customer Data and third-party materials.

10.2 No ownership transfers to you except for rights expressly granted by the Agreement.

10.3 If you provide feedback or suggestions, you grant RegNexus a perpetual, worldwide, royalty-free right to use them without identifying you or disclosing your Confidential Information. RegNexus is not obliged to implement feedback.

11. Confidentiality

11.1 **Confidential Information** means information disclosed by or on behalf of one party that is marked confidential or that a reasonable business person would understand to be confidential given its nature and circumstances. Customer Data, non-public financial information, security information, source code, business plans, pricing negotiated in an Order and Personal Data are Confidential Information whether or not marked.

11.2 The receiving party shall: (a) use Confidential Information only to perform or exercise rights under the Agreement; (b) protect it with at least reasonable care; (c) disclose it only to personnel, advisers, contractors and sub-processors who need it and are bound by suitable confidentiality duties; and (d) remain responsible for disclosures by persons it authorises, subject to the Agreement.

11.3 Confidential Information excludes information the recipient can demonstrate: (a) is or

becomes public other than through breach; (b) was lawfully known without confidentiality restriction before disclosure; (c) is independently developed without use of the other party's Confidential Information; or (d) is lawfully obtained from a third party without confidentiality duty.

11.4 A recipient may disclose Confidential Information where required by law, court or regulator, provided it gives prior notice where lawful and reasonably assists the discloser to seek protective treatment.

11.5 These duties continue for five years after disclosure, except for trade secrets, Personal Data and security-sensitive information, which remain protected for so long as their nature and applicable law require.

12. Accounting, tax, filing and AI responsibility

12.1 RegNexus Books is software, not your accountant, tax adviser, lawyer or regulated financial adviser. Use of the Service does not create a professional adviser-client relationship.

12.2 The Service may record, calculate, reconcile, forecast, test controls, prepare information or transmit an authorised filing. You remain responsible for: (a) the completeness and correctness of source information you or your systems provide; (b) reviewing material outputs and configuring appropriate permissions/approvals; (c) determining whether outputs are suitable for your circumstances; and (d) authorising filings, payments and legally significant actions.

12.3 Where the Service describes a result as deterministic or verified, that describes the relevant system method and evidence boundary. It is not a warranty that incorrect source data, third-party data or an inappropriate customer configuration can never produce an incorrect business outcome.

12.4 We do not warrant that a regulator, tax authority, Companies House, bank, auditor or other third party will accept a filing, report or output.

12.5 AI-assisted features may produce inaccurate or incomplete text, classifications or suggestions. Authoritative accounting records and material actions remain subject to the Service's applicable ledger, validation, authority and approval controls, and you should review AI-assisted outputs before reliance.

12.6 You should obtain independent professional advice where appropriate.

13. Term, cancellation, termination and exit

13.1 The Agreement starts when you accept it and continues until all Subscriptions and Orders expire or terminate.

13.2 You may cancel renewal at any time using the available billing controls or another method we specify. Cancellation takes effect at the end of the current paid Subscription Term unless the Agreement provides an earlier termination right.

13.3 Either party may terminate an affected Order for material breach if the breach is not cured within **30 days** after written notice, where capable of cure.

13.4 We may suspend immediately, and may terminate if proportionate, where reasonably necessary because of: (a) serious unlawful or abusive use; (b) an immediate material security threat; (c) non-payment after notice; (d) a legal or regulatory requirement; or (e) conduct creating material harm to the Service or another customer.

13.5 Either party may terminate immediately if the other enters insolvency, liquidation or administration (other than a solvent restructuring) or ceases substantially all business, to the extent permitted by law.

13.6 On termination: (a) your right to use the affected paid Service ends, subject to the export period below; (b) accrued payment rights and obligations remain; (c) where termination

results from RegNexus's uncured material breach, RegNexus will refund prepaid Fees for the unused terminated period; (d) where RegNexus terminates for your uncured material breach, prepaid Fees are not refundable except where law requires otherwise.

13.7 Unless you request earlier deletion, RegNexus will ordinarily make Customer Data available for export for **30 days** after termination. We may then delete it in accordance with the DPA and backup lifecycle. If the DPA requires a different return/deletion outcome for Customer Personal Data, the DPA prevails.

14. Warranties

14.1 RegNexus warrants that it will provide the Service with **reasonable skill and care**.

14.2 RegNexus warrants that, to its knowledge, it has the rights required to provide the Service as contemplated by the Agreement.

14.3 Except as expressly stated and subject to applicable law, we do not warrant that: (a) the Service will be uninterrupted or error-free; (b) every third-party integration will remain continuously available; (c) use of the Service alone will ensure legal, regulatory, accounting or tax compliance; or (d) every filing or output will be accepted by a third party.

14.4 Nothing in this clause excludes a term that cannot lawfully be excluded.

15. Liability

15.1 Nothing in the Agreement excludes or limits liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability that cannot lawfully be limited or excluded.

15.2 Subject to clause 15.1, RegNexus is not liable for any indirect, consequential or special loss, or for any loss of profit, revenue, anticipated savings, goodwill, business opportunity or similar economic loss arising out of or in connection with the Service or the Agreement.

15.3 Subject to clause 15.1, **RegNexus Limited's total aggregate liability arising out of or in connection with the Service, this Agreement, the DPA or any related Order shall not exceed an amount equal to one month's subscription fee payable by the Customer for the affected RegNexus Books service immediately before the event giving rise to the claim.**

15.4 Where the Customer pays annually, the liability cap in clause 15.3 is **one-twelfth of the applicable annual recurring subscription fee** for the affected Service. Where the subscription fee is stated exclusive of VAT, the cap is calculated exclusive of VAT.

15.5 The cap in clause 15.3 applies to **all claims in aggregate**, whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, under the DPA or otherwise, and does not apply separately to each claim or cause of action.

15.6 RegNexus is not liable to the extent that a loss results from: (a) inaccurate, incomplete or unlawful data supplied by the Customer; (b) the Customer's failure to review or authorise information, calculations, filings or actions where the Service requires review or authorisation; (c) use of the Service contrary to the Agreement or Documentation; or (d) the acts or omissions of a Third-Party Service outside RegNexus's reasonable control.

15.7 Payment obligations properly due under an Order are not damages and are not reduced by the liability cap.

15.8 Nothing in this clause limits or affects: (a) a Data Subject's statutory rights; (b) the powers or remedies of the ICO or another competent regulator; (c) either party's direct statutory responsibilities under data-protection law; or (d) any other liability that Applicable Law does not permit the parties to limit.

15.9 Any liability for regulatory fines or penalties between the parties applies only to the extent that recovery is lawful and the amount is attributable to the other party's breach or

wrongdoing.

16. Indemnities

16.1 RegNexus IP indemnity. RegNexus will defend the Customer against a third-party claim that the Customer's authorised use of the unmodified Service infringes that third party's UK intellectual-property rights and will pay damages finally awarded or a settlement approved by RegNexus, provided that Customer: (a) promptly notifies RegNexus; (b) gives RegNexus control of the defence and settlement; and (c) reasonably cooperates.

16.2 Clause 16.1 does not apply to a claim arising from Customer Data, an unauthorised modification, combination with a third-party item where the Service alone would not infringe, or use contrary to the Agreement.

16.3 If such a claim is likely, RegNexus may procure continued use, modify or replace the affected element with materially equivalent non-infringing functionality, or terminate the affected Service and refund prepaid Fees for the unused affected period.

16.4 Customer indemnity. Customer will defend RegNexus against a third-party claim arising directly from Customer's unlawful Customer Data, unlawful instructions or use of the Service in material breach of clause 7, and will pay damages finally awarded or an approved settlement, to the extent caused by Customer, subject to equivalent notice/control/cooperation protections.

16.5 Indemnities are subject to clause 15 except to the extent clause 15 expressly provides otherwise or applicable law prohibits a limitation.

17. Service changes and changes to these Terms

17.1 We may update these Terms for future Orders at any time.

17.2 For an existing paid term, a material change that materially reduces Customer rights or increases Customer obligations will ordinarily take effect at the next renewal after at least **30 days' notice**, unless: (a) you expressly accept it earlier; or (b) an earlier change is reasonably required by law, regulation, security or to prevent material harm.

17.3 If an urgent change under clause 17.2(b) materially adversely affects the paid Service and we cannot provide a materially equivalent solution, you may terminate the affected Service and receive a pro-rata refund of prepaid Fees for the unused affected period.

17.4 Changes to sub-processors are governed by the DPA, not this clause.

18. Suspension

18.1 We may suspend access to all or part of the Service only to the extent reasonably necessary to: (a) address a security threat or suspected compromise; (b) comply with law or a binding request; (c) prevent material harm to the Service or another customer; (d) investigate material misuse; or (e) address overdue payment after notice.

18.2 We will give notice where practicable, keep the suspension under review and restore access as soon as the reason is resolved.

19. Force majeure

19.1 Neither party is liable for delay or failure caused by an event beyond its reasonable control where it could not reasonably have prevented or overcome the effect, provided it promptly takes reasonable mitigation steps.

19.2 Force majeure does not excuse: (a) payment for Service already provided; (b) confidentiality obligations; (c) data-protection/security obligations to the extent the affected party could reasonably continue to comply; or (d) a failure caused by that party's lack of reasonable resilience, security or contingency planning.

20. General

20.1 Assignment. Customer may not assign the Agreement without our prior written consent, not to be unreasonably withheld or delayed. RegNexus may assign the Agreement to an affiliate or in connection with a merger, reorganisation or sale of substantially all of the relevant business/assets, provided that the assignee assumes RegNexus's material obligations.

20.2 Entire agreement. The Agreement is the entire agreement between the parties concerning its subject matter and supersedes prior proposals, discussions and representations, except that nothing excludes liability for fraud or fraudulent misrepresentation.

20.3 No reliance. Each party acknowledges that it has not relied on a statement not set out in the Agreement, subject to clause 20.2 and any liability that cannot lawfully be excluded.

20.4 Severance. If a provision is held invalid or unenforceable, it will be modified to the minimum extent necessary where lawful, and the remaining provisions continue.

20.5 No waiver. Failure or delay to exercise a right is not a waiver.

20.6 Notices. Formal legal notices to RegNexus must be sent to its registered office above, with a copy to any legal-notices email address RegNexus publishes for that purpose. Notices to Customer may be sent to the administrative contact/email in the account or Order. Email notice is deemed received on the next Business Day after transmission unless a delivery failure is received.

20.7 Electronic communications. The parties consent to electronic contracting, notices and records to the extent permitted by law.

20.8 Third-party rights. Except where the Agreement expressly states otherwise, a person who is not a party has no right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

20.9 Relationship. The parties are independent contractors. Nothing creates a partnership, fiduciary relationship, employment relationship or agency authorising one party to bind the other, except for specific technical transmission authority expressly given through the Service.

20.10 Governing law and jurisdiction. The Agreement and non-contractual obligations arising from it are governed by the law of England and Wales. Subject to any mandatory statutory jurisdiction, the courts of England and Wales have exclusive jurisdiction.

21. Contact

RegNexus Limited

Company number **17280006**

19 Lewis Crescent

Wellington

Telford

England

TF1 2FQ

General contractual notices: registered office and any legal-notices address published by RegNexus.

Privacy matters: the contact stated in the current RegNexus Books Privacy Notice.

End of Terms of Service / Master Services Agreement