

CCH iFirm Validate – Trial Service Specific Terms and Conditions

LAST UPDATED: 25 November 2024

These terms and conditions ("**Validate Trial 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 "**Validate Service**") on a trial basis.

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 Trial 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 Trial 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. Trial Period and Charges

- 2.1 For a maximum period of 30 days ("**Trial Period**"), we will grant you access to the Validate Service on a trial basis:
 - 2.1.1 The trial will include a maximum of 5 Validate bank confirmation checks per Order quantity on the ("**Maximum Trial Confirmation Checks**") during the Trial Period;
 - 2.1.2 In accordance with the Order, you shall pay Fees to us for usage above the agreed Trial Confirmation Checks. Each additional Validate bank confirmation check in excess of the Maximum Trial Confirmation Checks shall be payable in the sum of £50.00 (+VAT).
- 2.2 Subject to our prior agreement, all Fees to us in respect of excessive usage will be collected by Direct Debit on the 28th day of the following month.
- 2.3 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. Validate Service End User Terms

- 3.1 As a condition to us granting you access to and use of the Validate Service on a trial basis, 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 Validate Service;
 - 3.1.2 be responsible for the configuration and management of your access to the Validate Service including configuration of your network, firewall, DNS, routers and personal computers;
 - 3.1.3 keep all username and passwords needed to access the Validate 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 Validate 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 Validate Service and use of the associated Validate 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. Validate Service 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.