

1. Your Use Of The Services

6.1 Where you are a Subscriber, PaymentsCompliance hereby grants you a non-exclusive, non-transferable, non-sub-licensable licence ("Licence") to use the Website and the Materials therein, subject to your compliance with these Terms.

6.2 Such Licence may be either for a fixed number of users ("Fixed Licence") or for an indefinite number of users ("Enterprise Licence"). Whether you subscribe to a Fixed Licence or an Enterprise Licence, you agree that you shall bring these Terms to the attention of all users ("Users") under a Licence and that such Users agree to be bound by these Terms.

6.3 Where you are a Subscriber, following dispatch of an Order Confirmation by PaymentsCompliance you shall be provided with a username and password ("Login Details") for each User under your Licence, to enable Users to gain access to the Subscription Services.

6.4 Where you are a Subscriber you hereby acknowledge and agree that you are solely responsible for procuring and paying for access to the internet to enable you to use the Services.

6.5 You hereby represent, undertake and warrant that:

(a) all information supplied by you to us for the purpose of registering as a Subscriber is true, complete and accurate in all respects;

(b) you shall keep passwords and access codes supplied by PaymentsCompliance secure and confidential;

(c) you shall procure that no unauthorised access to and/or use is made of the Services; and

(d) you shall inform PaymentsCompliance immediately if you have any reason to believe that the access code and/or password has become known to any individuals not authorised to use them or if the Service is being used, or is likely to be used, in an unauthorised way.

6.6 You acknowledge and agree that you shall:

(a) not use the information presented on the Website or derived from the Services otherwise than in accordance with these Terms;

(b) use the Website and the Services entirely at your own risk;

(c) not sub-licence, rent, lease, transfer or assign any rights in the Materials, including without limitation copyright, trademark and other intellectual property rights, to any other person, or attempt to do any of the foregoing;

(d) not alter or remove any copyright notices or other notices indicating the proprietary ownership by PaymentsCompliance or any third party of any Intellectual Property Rights (defined below) in the Materials;

(e) comply with all instructions and policies from PaymentsCompliance from time to time in respect of the Website and the Services;

(f) co-operate with any reasonable security or other checks or requests for information made by PaymentsCompliance from time to time;

(g) not allow any person in respect of whom Login Details have not been assigned to access or use the Materials;

(h) not download and/or store all or any of the Materials in anything other than their original form and for any reason other than those permitted under your Licence;

(i) not create a database or any other collection or record, whether in electronic or hard copy, by systematically downloading and storing any or all of the Materials;

(j) not create derivative works based on the Materials; and

(k) not use the Website or any Materials for any unlawful purpose.

6.7 Each User under a Licence may:

(a) display the Materials electronically on a single computer;

(b) download and store one copy of the Materials electronically on a single computer for internal business use, subject to clause 6.6(h) of these Terms; and

(c) print one copy of the Materials for internal business use.

6.8 PaymentsCompliance may offer training for Users, such training including but not limited to telephone training and/or face to face training at your place of business. Such training shall be offered at PaymentsCompliance's sole discretion unless otherwise agreed.

6.9 PaymentsCompliance reserves the right to audit your use of the Materials and the Services at any time, such audit to be conducted at PaymentsCompliance's expense and with reasonable prior notice. If any such audit reveals (a) that any password has been provided to an individual who is not a User; and/or (b) that you have underpaid the Price for the Materials and/or Services; then PaymentsCompliance may, without prejudice to any other rights or remedies, disable access codes and/or passwords without any obligation to issue any new access code or password and/or require payment by you of an amount equal to any underpayment and, in its sole discretion, an amount equal to the benefit received by the individual who is not a User.

