

## Terms of Service

# Welcome to Mighty

Mighty aims to provide the highest levels of client service and support at all times but we recognise that, even with the best intentions and systems, things do not always live up to expectations.

We deeply regret any times where this is cause for complaint. If you are unhappy with the Services, we'd like the opportunity to investigate before you consider social media or public review sites if possible.

Therefore you can escalate your concerns to our Founders at any time, who will always attempt to resolve your concern at [james@mightyaccounting.com](mailto:james@mightyaccounting.com) and [mark@mightyaccounting.com](mailto:mark@mightyaccounting.com).

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These Terms of Service ("the Terms") govern our agreement with you in relation to all Mighty's services that you subscribe to and that we agree to supply to you from time to time ("the Services") subject to any additional terms that may be set out in the service descriptions of Services and Add-Ons (as defined in these Terms) as they apply to you.

These Terms and the scope of add-on services may be updated from time to time and any changes will be binding on you. You agree Mighty can review these Terms regularly and we are entitled to treat your continued access to or use of the Services as confirmation that you agree to the changes.

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 14 (LIMITATION OF LIABILITY).

## 1. Introduction

1.1 We are "We Are Darwin Ltd" ("Mighty", "we"). We Are Darwin Ltd is a company registered in England and Wales under company number 14186463 and its business and registered address is Flat 17 Scholars House, 36 Glengall Road, London, NW6 7GF.

1.2 When referring to each other: When we say you or your, we mean both you and any entity or firm you're authorised to represent. When we say Mighty, we, our or us, we're talking about We Are Darwin Limited, the entity you contract with and pay fees to.

1.3 These Terms apply to the company which has signed up for our services, when you use any of the Services (whether on the basis of a trial or by paid monthly, one off payments or annual subscription) featured on our website [www.mightyaccounting.com](http://www.mightyaccounting.com) or <https://uat.mightyaccounting.com/> ("the Sites") or and, to the fullest extent applicable, to any

services which you are introduced to via the Sites, which are provided by affiliated third parties.

**Definitions.** In these Terms, the following definitions apply:

- **Add-Ons:**  
Any and all of the other value added services (as detailed in the individual Service Descriptions). The scope and availability of these services is continually updated.
- **Affiliate Services:**  
Services offered by affiliated third parties may be purchased on the basis of separate contracts with the affiliated third parties who are introduced by Mighty.
- **Business Day:**  
A day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- **Charges:**  
The charges payable by clients for the supply of the Services and, where applicable, Add-Ons (which are payable in addition) in accordance with clause 7.
- **Commencement Date:**  
Has the meaning set out in clause 2.2.
- **Contract:**  
The contract between Mighty and you for the supply of the Services in accordance with these Terms and any Special Terms as set out in any Service Description.
- **Mighty Account:**  
A current subscription to the Services providing access to the Mighty Software for delivery of the Services and enabling subscription to all Services.
- **Mighty Software:**  
The Mighty proprietary software developed and/or licensed by Mighty to provide the functionality for the Services for Clients with a Mighty Account.
- **Fair Usage:**  
Reasonable and proportionate use of the Services including any support provided by us when compared against other service users. Mighty shall be entitled to determine what "Fair Usage" is based on the individual circumstances.
- **Non-Trading Services:**  
The Non-Trading Services provide a limited service for those companies which are not currently trading at a reduced monthly subscription.
- **Group Company:**  
In relation to Mighty only, any corporate entity, which is either a parent or subsidiary undertaking as defined in section 1162 of the Companies Act 2006.
- **Intellectual Property Rights:**  
Patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the World.

- **Service Descriptions:**  
The individual service descriptions for the Mighty Services and Add-Ons and the Affiliate Services as featured on the Site or emailed from time to time. Such Service Descriptions may contain additional contractual terms ("Special Terms") to govern use which shall be binding on you.
- **Services:**  
Any and all of the Mighty Services, Mighty Non-Trading Service and any Add-Ons.
- **Special Terms:**  
Any specific terms applicable to the Mighty Services and Add-Ons, or the Affiliate Services, which are effectively incorporated into the Contract and shall be binding to you by express reference in the relevant Service Descriptions. In the event of a conflict between these Special Terms and the Terms, the Terms shall prevail.
- **Terms:**  
These Terms are amended from time to time.
- **Written Notice:**  
Shall comprise all written communication between Mighty and its Clients, that is delivered between the parties by (i) personal delivery, (ii) a nationally-recognised, next-day courier service, (iii) first-class registered or recorded mail with postage prepaid, (iv) fax, or (v) electronic mail. The communication will be delivered either to Mighty's registered address or to your address as recorded by Mighty or the fax number or email address provided by each party to the other from time to time.

**1.4 Construction.** In these Terms, the following rules apply:

- 1.4.1 **A Person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4.2. A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.4.3. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.4.4. Any phrase introduced by the terms **including, include, in particular, such as** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4.5. A reference to **writing** or **written** includes faxes, letters, emails and communication generated by Mighty's systems applications.

## 2. Formation of contract:

2.1 Our services consist of all the services we provide now or in the future, including our web accounting, tax and financial products. These services are as follows:

- Aggregation of your bank account feeds
- Generation of accounting reports
- Sending invoices to clients
- Adding business and personal expenses

- Running staff payroll
- Tax estimation
- Filing of tax returns with HMRC

2.2. Creating a subscription: When you create a subscription to use our services and accept these terms, you become a subscriber. If you're the subscriber, you're the one responsible for paying for your subscription.

2.3. We reserve the right, at our discretion, not to accept an application for a Mighty Account. The reasons may include but not be limited to: technical constraints; you or your business having been banned by us from using the Services; or our inability to adequately confirm your identity; or for any other reason. No charge will be made for declined applications.

2.4. The acceptance of your application is based on the trading activity and organisational structure described by you when first signing up to the Services. If your trading activities or organisational structure change, the Services may not be right for you and we may not be able to continue to provide the Services to your business. In this instance we would reserve the right to issue a disengagement letter and cease to act for you. With your consent, Mighty can refer you to one of our Accountancy Partners who may be able to assist your business further.

2.5. The Services cater for companies with up to a maximum of:

- (i) Two (2) Company Directors
- (ii) Four (4) Shareholders; and

2.6. Private limited companies with Directors and/or Shareholders who live outside of the UK must satisfy particular requirements as a condition of being accepted as clients.

2.7. If you have already been trading as a private limited company and previously used an agent to look after your company's accounting activities, we will contact that agent to obtain professional clearance and your historical data, which we are required to do immediately upon you entering into the Contract with Mighty.

2.8. These Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.9 Those invited to use Mighty: An invited user is a person other than the subscriber who has been invited to use our services through a subscription. If you're an invited user, you must also accept these terms to use our services.

2.10. User access and roles: As a user and paying subscriber inviting others into a subscription, you should understand the permissions you're granting to invited users. In particular, if you're a small business invited user and your advisor is the subscriber, you are inviting them to read and write access of your data. They are also therefore bound by these terms of service.

2.11. When you can use our services: Whether you're a subscriber or an invited user, we grant you the right to use our services (based on your subscription type, your user role and the level of access you've been granted) for as long as the subscriber continues to pay for

the subscription, until the subscription is terminated, or – if you're an invited user – until your access is taken away.

2.12. Your role as a Subscriber: You as the paying subscriber, take responsibility for fully controlling how your subscription is managed and who can access it. For example:

- You can transfer a subscription
- You control login access to a subscription. You decide who's invited to use our services you've subscribed to and what kind of access the invited user has. You can change or stop that access at any time
- You're responsible for resolving any disputes with any invited users over access to your subscription
- You're responsible for all your invited users' activity

2.13.. What you are responsible for: You promise that you'll keep your information (including a current email address) up to date. You're responsible for providing true, accurate and complete information and for verifying the accuracy of any information that you use from our services for your legal, tax and compliance obligations. You're also responsible for protecting your username and password from getting stolen or misused. Our service has minimum password standards but you will ensure that passwords are very strong and not easily guessable. The stronger and more complex the password the better!

2.14. What belongs to us: We own everything we've put into our services unless otherwise stated and excluding content owned by others. This includes rights in the design, compilation, and look and feel of our services. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. You agree not to copy, distribute, modify or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us.

2.15. Amendments to these terms: We sometimes will decide to change these terms of use. Changes won't apply retrospectively and, if we make changes, we'll let you know. Generally, we provide you with 30 days' notice of material changes before they become effective, unless we need to make immediate changes for reasons we don't have control over. When we notify you, we'll do it by email. If a change isn't material, we may not notify you. If you find a modified term unacceptable, you may terminate your subscription by giving the standard advance notice to Mighty.

### **3. The Services**

3.1. Mighty shall supply the Services to you in accordance with these Terms in all material respects. Mighty shall have the right to make any changes to the Services which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.

3.2. What is not included

- 3.2.1. The Services are not a comprehensive compliance support programme. The scope of the Services is limited to providing accountancy, tax and bookkeeping software as detailed below.

- 3.2.2. The Services do not guarantee that your limited company is compliant with all rules and regulations imposed by law or regulatory authorities as particular rules and regulations may apply in your industry sector.
- 3.2.3. You may therefore need to take specialist advice based on your company's industry type and particular needs and activities. If we identify such areas in performing Services, we will use reasonable endeavours to draw these areas to your attention so that you can decide whether or not to take specialist advice. However, you acknowledge that we do not guarantee that we will necessarily identify all such specialist areas, even if we are aware of your company's industry type and particular needs and activities.
- 3.2.4. Mighty will not be liable for failing to identify any requirement you may have for specialist advice nor for any decision you make not to seek specialist advice on a specific matter we do draw to your attention.
- 3.2.5. The Services do not cover the maintenance or administration of bank accounts in a foreign currency.
- 3.2.6. Mighty warrants to you that the Services will be provided using reasonable care and skill.
- 3.2.7. In providing general accountancy services, as part of the Services, we delegate certain tasks or subcontract part or all of the contractual performance to: We Are Darwin Ltd; or, at our sole discretion, another Group Company; or to suitably qualified third parties. In all cases and at all times, Mighty shall retain responsibility to you for the performance of the Services.

3.3. Mighty provides a packaged service in which you are subscribed to the services.

3.4. The service includes the following:

- 3.4.1. Access to Mighty accounting software(s)
- 3.4.2. Private Limited Company Year End Accounts
  - 3.4.2.1. Preparing your company's year-end accounts.
  - 3.4.2.2. Preparing your annual abbreviated accounts, in accordance with relevant regulations (FRS 105 - The Financial Reporting Standard applicable to the Micro-Entities Regime), for your approval and online submission to Companies House.
- 3.4.3. Corporation Tax
  - 3.4.3.1. Completing a CT600 and tax computation based upon the annual accounts.
  - 3.4.3.2. Presenting the CT600 for your approval and online submission to HMRC.
  - 3.4.3.4. Dealing with routine HMRC correspondence. Please note that this does not include an HMRC enquiry, full (which checks the tax return as a whole), or aspect (which checks information on one or more specific points).
- 3.4.4. Paying Yourself and Your Fellow Directors
  - 3.4.4.1. Registering your PAYE Scheme in accordance with your instructions, in circumstances where this has not been done, or for new Private Limited Companies.
  - 3.4.4.2. Calculating salaries based on drawings up to the relevant annual National Insurance threshold for all directors (this may be the primary threshold or the secondary threshold as appropriate to the relevant tax year).

If a salary above the National Insurance threshold is desired, additional charges will apply. See clause 3.6 for add-on services.

- 3.4.4.3. Producing Directors' pay-slips.
- 3.4.4.4. Based on the information and data that you upload to the Software or otherwise provide to us, creating monthly Real Time Information ("RTI") payroll runs for online submission to HMRC.
- 3.4.4.5. Providing general advice on PAYE, NI and tax coding for all directors.
- 3.4.4.6. Calculating Statutory Sick Pay ("SSP"), Statutory Maternity Pay ("SMP"), Statutory Paternity Pay ("SPP") and other statutory payments or deductions. Additional fees will apply for calculations, applications and submissions of advance funding requests for Statutory Maternity Pay to HMRC.
- 3.4.4.7. Based on the information and data that you upload to the Software or otherwise provide to us, preparing your annual PAYE Final Payment Submission ("FPS") for approval and online submission to HMRC.
- 3.4.4.8. Producing a form P60 for all directors.
- 3.4.4.9. Preparing forms P11D and P11Db for all directors and relevant employees for approval and online submission to HMRC.
- 3.4.4.10. Dealing with routine HMRC correspondence relating to your business (please note that this does not include handling an HMRC enquiry, full or aspect).
- 3.4.4.11. Companies operating under the Construction Industry Scheme (CIS) will be charged additional fees for monthly CIS payroll filings.
- 3.4.4.12. Subject to additional charges if joining towards the end of the tax year. We will notify you of these charges at the time.
- 3.4.5. Dividends
  - 3.4.5.1. Producing dividend vouchers and related company minutes. Directors are solely responsible for determining the amount of dividends to be taken from the limited company and when they are paid.
- 3.4.6. VAT
  - 3.4.6.1. All VAT registered limited companies must file VAT returns in accordance with the Government's Making Tax Digital for VAT regime.
  - 3.4.6.2. All VAT returns must be filed using Mighty software.
  - 3.4.6.3. Completing cash accounting VAT calculations (standard and flat rate VAT schemes only).
  - 3.4.6.4. Based on the information and data that you upload to the Software or otherwise provide to us, calculating quarterly VAT returns, for VAT-registered companies.
  - 3.4.6.5. Presenting returns for your approval and online submission to HMRC.
  - 3.4.6.6. In accordance with your instructions, notifying HMRC of any changes to your VAT registration excluding any business or residential address changes.
  - 3.4.6.7. Dealing with routine HMRC VAT correspondence (please note that this does not include handling an HMRC enquiry, full or aspect).
  - 3.4.6.8. Acting as Agent for online VAT filing with HMRC, but not for VAT inspections.
- 3.4.7. Companies House
  - 3.4.7.1. Processing required changes to officer and company information.

- 3.4.7.2. Preparing and submitting your company's Annual Confirmation Statement. Please note that filing fees may be payable depending on which Packaged Service you are subscribed to. Any fees due are payable when the Statement is filed.
- 3.4.7.3. Preparing and submitting the Persons with Significant Control Register for new Private Limited Companies and processing required changes for existing Private Limited Companies.
- 3.4.7.4. Dealing with routine HMRC and Companies House correspondence.
- 3.4.7.5. Confirmation statement filing

### 3.5. Add on Services

The scope and availability of add-on services changes continuously so you must confirm with us before deciding to purchase Add-Ons as we may not be able to provide you with the particular Add-On service. Where payment is required these Services are paid for separately, if not included within package subscription.

3.6. You agree that Mighty may send you notices and reminders via email, SMS (UK mobile numbers only), regular mail or alerts within the Services.

3.7. To ensure that you meet filing deadlines across a range of obligations you will be notified of these deadlines in advance by email, SMS (to UK mobile numbers only) or via messages in your Mighty Software. We cannot be held responsible for any late filing fees or penalties caused once notification has been sent.

3.8. You agree that Mighty reserves the right to contact you via the phone number that is provided during the course of onboarding.

3.9. Mighty is not a professional services firm of any sort, and isn't in the business of giving professional advice. We're here to help but not to advise: If you have any issues, we have support available at [support@Mightyaccounting.com](mailto:support@Mightyaccounting.com) and live-chat within the web application. Any information provided to you, shall not be construed as advice in any way, shape or form. You should make your own judgement on the suitability of any submission you make to the relevant tax authorities through our system and obtain your own financial advice as you see fit. No representative of Mighty is to be held liable either personally and shall not bring the company into liability for information provided during the course of support.

## 4. Pricing

4.1. Unless you're in a free trial or other offer period, you'll need to pay for a subscription based on the pricing of your selected plan at that time. Subscription Charges for use of the Services are payable monthly, or annually in advance. The subscription rates are posted on our website and we may vary these from time to time. Prices on our website are quoted in UK £ sterling and exclude VAT, which is also payable. You will be notified of any changes to our current price plan.

4.2. Try before you buy: When you first sign up, you can opt for a free trial, based on the terms specified at that time. These terms may change occasionally and you will always be notified of this if you are affected. If you choose to continue using our services after the trial,

you'll be billed when you add your billing details into our services. We use Stripe for collection of payments and they will maintain your payment details for this use. If you choose not to continue using our services following a trial, you may request the deletion of your organisation.

4.3. **Mighty pricing structure:** Your use of our services generally requires you to pay a monthly subscription fee based on your subscription type (the subscription fee). The pricing plan consists of the subscription and subscription fees we offered you, including invoicing, payment, auto-renewal and cancellation terms. The pricing includes information set out in the offer details and pricing page. We may update or amend the pricing plan from time to time. The terms of the pricing plan form part of these terms. As with any other changes to our terms, changes to the pricing plan won't apply retrospectively and, if we make changes and you're a subscriber, we'll make every effort to let you know. This will primarily be by email to the registered subscribers address. For information on how to change pricing plans, reach out to a member of the support team. Subscription fees are exclusive of transactional taxes (such as VAT) where relevant, as reflected in the pricing plan.

4.4. A set-up fee may be charged when signing up for the Services. This fee will be dependent on whether you require us to form a limited company or you already have a limited company. The proximity of the sign-up to an existing company's year-end will be another dependency.

4.5. Once any company return has been filed, Mighty cannot be held responsible or accountable for any omissions in your accounts. Any changes required after submissions do not fall within the Mighty subscription fee and will be charged separately.

4.6. If an annual payment is made for the Services please note that we cannot offer a pro-rated refund if you choose to cancel your Mighty Account before the end of the year for which you have paid.

4.7. **Taxes that come from use of our services:** You're responsible for paying all other external fees and taxes associated with your use of our services wherever levied. Your responsibility includes RTI reported via our payroll services. We may collect geographical location information to determine your location, which may be used for tax purposes. This means location information you give us must be accurate for tax residency purposes.

4.8. **Added services:** Depending on your situation as a registered Company in the United Kingdom, you may be able to take advantage of additional services or Add-Ons that Mighty offers. This might incur an additional fee that we'll let you know about when you sign up for that service.

4.9. If any subscription fees are overdue or outstanding, Mighty reserve the right to withhold access to your account, and any company accounting data, until payment is made in full.

4.10. You must ensure that we have complete and accurate billing and contact information throughout the subscription period, including the full name of the Client, its business address and a billing contact email address.

4.11. If you stop trading through your limited company and require Mighty to close the company for you, you will be required to make payment under your normal subscription price

until your obligations have been fulfilled in your Mighty Account for the trading annual accounting period. Once these have been fulfilled, your Direct Debit will be stopped and no further subscription fees will be taken.

4.12. Insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees are paid in full.

4.13. We reserve the right to increase our Charges on an annual basis, typically in April by an amount up to or equal to the Retail Price Index (RPI). "All Items" are published that year by the Office of National Statistics.

## **5. Client's Obligations**

### **You shall:**

5.1. Cooperate with Mighty in all matters relating to the Services including complying with any and all reasonable instructions provided by Mighty in relation to the same. If you decide not to comply with any instructions provided by Mighty, we accept no responsibility for any decisions you make or decide not to make;

5.2. Provide Mighty with such information and documentation as Mighty may reasonably require in order to supply the Services, and ensuring that this is accurate in all material respects;

5.3. Ensure that Mighty has complete and accurate information and keep your Mighty Software up to date at all times throughout the subscription period, including any changes to the company structure, trading activity, business address and personal contact details;

5.4. Ensure all accounts held with Mighty have unique email addresses that are active and accepting of Mighty emails (i.e. if you hold multiple accounts, each must have a different email to the rest);

5.5. Keep your Mighty Software updated with all trading transactions, including, but not limited to: entering all invoices and expenses; recording all withdrawals and payments; reconciling your Mighty Software to your relevant bank and credit card statements on a regular basis; filing your VAT returns (if you are registered); and filing RTI submissions through your Mighty Software, when required;

5.6. If your company is VAT Registered, you must create an HMRC Business Tax Account, add VAT service to that account, enrol for Making Tax Digital (MTD) and authorise Mighty to act as the online filing agent;

5.7. Advise us accordingly, if it is confirmed that your business activities are within the scope of IR35. If this is the case, you will then be required to take up the paid for Mighty IR35 Payroll service so that we can prepare the appropriate "deemed payment" calculations. It is your responsibility to request an assessment of your employment status for IR35 if you consider this to be required and, dependent on the level of service you selected, additional charges may apply. We will treat you in accordance with your instructions for the purposes of IR35. You must inform us immediately if your IR35 status changes and we will require a new instruction;

5.8. Ensure that the Services are not abused or used for any immoral or illegal purpose or in any way that would bring Mighty into disrepute;

5.9. For the purposes of Employment Intermediary Reporting, advise us if you are an agency or intermediary that supplies the services of individuals to a client, provide more than one

worker's services to one or more clients because of your contract with those clients, or make one or more payments for the services provided to clients (including payments to third parties). Mighty is not responsible for any Employment Intermediary Reporting your company is required to make to HMRC.

5.10. You must also advise us if your business secures investment from outside sources or if your business takes on a loan, credit or other guarantee. If such circumstances exist you authorise Mighty to contact the provider of such investors, loans, credit arrangements and guarantees;

5.11. Open at least one pound sterling business account, with a UK-based bank, through which your company can process business transactions. The Services do not cover bank accounts in a foreign currency.

5.12. Ensure that your Mighty Software is fully updated and reconciled at least 16 weeks before the financial accounts filing deadline. Your software must be fully reconciled by the end of the fifth month after the accounting period ends ('year-end');

5.13. Mighty will not be held responsible for any fines, surcharges or penalties incurred in the event that you do not comply with clause 5;

5.14. Ensure that you approve your financial accounts at least five business days before the accounts filing deadline;

5.15. Ensure that the data in your RTI payroll submissions are correct and that the submissions from the Mighty accounting software are made on time. Failure to do this may lead to automatic penalties, surcharges and/or interest charged by HMRC. Employers cannot delegate this legal responsibility to others;

5.16. Ensure that you meet filing deadlines for your Annual Confirmation Statement (including your Persons with Significant Control Register). You will be notified of these filing deadlines in advance by email, SMS (to UK mobile numbers only) or via messages in your Mighty Software. We cannot be held responsible for any late filing fees or penalties caused once notification has been sent;

5.17. Ensure that you have a currently active Mighty Account in order to file any company returns, this includes PAYE Full Payment Submission ("FPS") and P11D, which requires filing at specific times in the calendar year. If you choose to leave the Service before these filings are due, and have not made specific arrangements with Mighty, you will need to file your company's PAYE end of year filings;

5.18. Remain solely and fully responsible for any breach of your obligations under these Terms and the consequences of any such breach, expressly acknowledging that Mighty has no responsibility to you or to any third party for such breaches or the consequences of such breaches and that you shall indemnify Mighty in relation to the same in accordance with clause 14.8; and

5.19. Notify Mighty of an intention to cancel your Mighty Account at least 30 days before the next related direct debit payment is due to be processed.

**You shall not:**

5.20. Give any illegal or improper bribe, kickback, payment, gift, or thing of value to any Mighty employees or agents in connection with the Services;

5.21. Use any feature of the Services in any way that might infringe the rights or privacy of other users of the Services (either by hacking or other malicious means or otherwise);

5.22. Impersonate any person or entity, or falsely state or otherwise make available content that contains software viruses or any other computer code, files or programmes that could

interrupt, destroy or limit the functionality of the Mighty Software, hardware or telecommunications equipment of Mighty, its users or affiliates; or

5.23. Reproduce, copy, sell, trade or resell all or any part of the Services for any purpose.

5.24. If Mighty's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("**Client Default**"):

- 5.24.1 Mighty shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until you remedy the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Mighty's performance of any of its obligations;
- 5.24.2 Mighty shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Client's failure or delay to perform any of its obligations as set out in this clause 5; and
- 5.24.3 The Client shall reimburse Mighty on written demand for any costs or losses sustained or incurred by Mighty arising directly or indirectly from the Client Default.

5.25. The accuracy and completeness of the data entered into the Mighty Software, is wholly your responsibility and we are wholly dependent upon your entering this in a timely way, and upon any information or explanations we receive from you. We are under no obligation to identify, specifically, missing or incomplete information.

5.26. If you have accounts from previous years that have not yet been finalised, we will not have opening balances from these periods. Consequently, your Mighty Software will not truly and accurately reflect your current financial status until we have this information.

5.27. If you start to use the Services midway through your current trading period you must enter any trading activities and related transactions already undertaken, including associated data into your Mighty Software. You are entirely responsible for entering this information and for its accuracy. You acknowledge that if you start using the Services midway through your current trading period you may be required to purchase additional bookkeeping services.

5.28. Mighty will start providing its services for the financial year in which the company's Commencement Date falls. Any previous year's accounts must be completed and filed by your previous agent, if you have one, or arrangements can be made separately to perform these activities with Mighty as an additional service. See the "Pre Mighty" service in clause 3.6 Add-on Services.

5.29. If your previous year's accounts have not been filed, and opening balances are not entered into the Mighty Software by the time your first year end Accounts are due to be filed by Mighty, they will not be able to be filed. Any fines or penalties resulting from this will not be the responsibility of Mighty.

5.30. Company directors are wholly responsible for the registration, completion and filing of their own annual Self-Assessment Tax returns. Mighty can assist with the registration, however Mighty cannot request updates on registration progress with HMRC. This can only be chased by the individual. Mighty offers a separate, paid for Personal Tax service for tax registration and for the completion and filing of returns - see clause 3.6.

5.31. You have a legal responsibility to retain documents and records relevant to your tax affairs. During the course of our work, we may collect information from you and others relevant to your tax affairs. We will return any original documents to you, if requested. Documents and records relevant to your tax affairs are required by law to be retained by individuals and companies. Individuals who are self-employed must retain their tax records

for at least 5 years after the 31 January submission deadline of the relevant tax year. Private Limited Companies must keep records for at least 6 years from the end of the last company financial year to which they relate.

5.32. For the avoidance of doubt you are solely responsible for all tax liabilities, interest, penalties and the costs of defending your status regardless of the outcome of an IR35 employment status assessment and/or the subsequent status determined by a tribunal or other hearing.

5.33. Mighty may terminate the Contract without liability if you breach any of your obligations stated in this clause 5. In the event Mighty exercises its right to terminate under this clause. Mighty shall provide you with up to one month's written notice.

## 6. Data use and privacy

Mighty uses your data to provide our services to you.

6.1. **Our Privacy Policy:** This explains how we process personal information received by us about you or your employees (if you are a business) in order to provide the Services and meet our own legal and regulatory obligations. In agreeing to these Terms, you acknowledge that you have read our Privacy Policy, as may be updated from time to time. You can always find the most up to date version of our Privacy Policy on our website.

6.2. **How and why we use your data:** When you enter or upload your data into our services, we don't own that data but you grant us a licence to use, copy, transmit, store, analyse, and back up all data you submit to us through our services, including personal data of yourself and others, to: enable you to use our services; allow us to improve, develop and protect our services; create new services; communicate with you about your subscription; and send you information we think may be of interest to you based on your marketing preferences.

6.3. **Your personal data:** We do the utmost to respect your privacy and take data protection very seriously. In addition to these terms, our privacy notice sets out in detail how we process your own personal data that you enter into Mighty, like your name and email address.

6.4. **Use of others personal data that you enter into Mighty:** Depending on where your contacts are based, our data processing terms may also apply to the personal data of others (such as your customers, suppliers and employees) that you enter into Mighty.

6.5. **Anonymised statistical data:** When you use our services, we may create anonymised statistical data from your data and usage of our services, including through aggregation. Once anonymised, we may use it for our own purposes, such as to provide and improve our services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you.

6.6. **Data breach notifications:** Where we think there has been unauthorised access to personal data inside your subscription, we'll let you know and give you information about what has happened. Depending on the nature of the unauthorised access, and the location of your affected contacts, you may be required to assess whether the unauthorised access

must be reported to the contact and/or a relevant authority. We think you're best placed to make this decision, because you'll have the most knowledge about the personal data stored in your subscription.

**6.7. GDPR:** You and we are separate Controllers for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018 and each of us shall comply with all data protection legislation applicable to it ("Data Protection Law") when processing personal data in connection with the Services. Each party undertakes not to knowingly cause the other to breach Data Protection Law. In particular, you warrant that any disclosure of Personal Data to us complies with Data Protection Law including that you have obtained any consents required and out appropriate notices in place.

## 7. Confidential information

We take reasonable precautions to protect your confidential information and ask that you do the same for ours.

**7.1. Maintaining confidentiality:** While using our services, you may share confidential information with us, and you may become aware of confidential information about us. You and we, both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.

## 8. Security

We take security seriously and you should too! To help protect our services and your data, we offer added security features such as two-step authentication.

**8.1. Methods used to keep your account safe:** We've invested in technical, physical and administrative safeguards to do our part to help keep your data safe and secure. While we've taken steps to help protect your data, no method of electronic storage is completely secure and we cannot guarantee absolute security. We will notify you if there appears to be unauthorised access to your account and we may also restrict access to certain parts of our services until you verify that access was by an authorised user.

**8.2. Additional security features:** We may introduce security features to make your account more secure, such as two-step authentication. We may require you to adopt some of these features. Where we make the use of security features optional, you're responsible (meaning we're not liable) for any consequences of not using those features. We strongly encourage you to use all optional security features.

**8.3. Your responsibility when it comes to protecting access to your data:** You should do everything in your power to keep your login details secure, and not let any other person use them, and make sure you have strong security on your own systems. If you realise there's been any unauthorised use of your password or any breach of security to your account or email address linked to your account, you need to let us know immediately. You also agree not to use free-form fields in any of Mighty's systems or services to store personal data,

(unless it's a field explicitly asking for personal data - like a first name or last name) credit card details, tax identifiers or bank account details.

## 9. Apps and third-party products

To help make your experience running your business as seamless as possible, our ecosystem includes apps and other products and services made available by trusted partners.

**9.1. TrueLayer and bank feeds:** When you connect a bank account through our TrueLayer integration from within our services you are subject to separate TrueLayer terms. We also may choose to switch providers of these services which may lead to interruptions to your services.

**9.2. Staffology Payroll services:** Staffology is a third party provider we use in order to provide a seamless payroll experience for you within our system. We feed the raw data you enter in to our user interface through a direct API that allows the Staffology software to complete the relevant calculations and submissions to the governing tax authorities. If you subscribe to our Payroll services be aware you are subject to the Staffology terms which can be found [here](#) and their privacy policy that can be found [here](#).

**9.3. Third-party terms and descriptions:** Third-party products are subject to terms and conditions and privacy notices set by their providers. These include how the provider will use your data that you make available to them. Be sure to read and make sure you agree to their terms and conditions and understand their approach on personal and non-personal data before you connect to them. The descriptions of third-party products that we publish, and any associated links, have been provided to us by the providers. While we make reasonable efforts to check the accuracy of the descriptions, the providers are solely responsible for any representations contained in those descriptions. We don't endorse or assume any responsibility for third-party products.

**9.4. Payments made to Mighty:** Just so you know, some third-party providers may pay Mighty a fee that may be related to: referrals from Mighty; revenue made by the provider; or data that the providers access about you through our services with your consent.

## 10. Maintenance, downtime and data loss

Sometimes it's necessary for us to have some downtime so we can keep building and release updates. We will however try to minimise this as much as possible so your experience isn't affected. You may also have occasional access issues and may experience data loss that we can't control, so it's important you back up your data where you can.

**10.1. When you can access the system:** We strive to maintain the availability of our services, 24 hours a day and provide email support, within the United Kingdom working hours of 08:00 to 18:00 BST Monday to Friday. On occasion, we need to perform maintenance on our services, and this may require a period of downtime. We try to minimise

any such downtime. Where planned maintenance is being undertaken, we'll attempt to notify you in advance but can't guarantee it.

**10.2. Data loss:** Data loss is an unavoidable risk when using any technology. We use cloud storage and multi-site back-up to minimise this risk however, you're responsible for maintaining copies of your data entered into our services.

**10.3. No compensation available:** Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using our services.

## 11. What you can and can't do

A lot of this might sound like common sense but it's really important to make sure we outline how you can (and can't) use our services.

**11.1. Tell us how we are doing:** We love your feedback and may use it without restriction including but not limited to on our website or across our marketing materials if we so choose.

**11.2. Trial services:** Occasionally we may offer a service at no charge, like a beta pilot for example, or a time-limited trial account. Because of the nature of these services, you use them at your own risk.

**11.3. You must not:** While this list isn't exhaustive, we do want to point out a few more examples of things you mustn't ever do:

- Introduce or upload anything to our services that includes viruses or other malicious code.
- Undermine the security or integrity of our computing systems or networks.
- Access any system without permission.
- Use our services in any way that might impair functionality or interfere with other people's use.
- Commit fraud or other illegal acts through our services.
- Repackage, resell, or sublicense any leads or data accessed through our services.
- Share anything that may be offensive, violates any law, or infringes on the rights of others.
- Act in a manner that is abusive or disrespectful to an Mighty employee, partner, or other Mighty customer. We will not tolerate any abuse or bullying of our Mighty employees in any situation and that includes interaction with our support teams.
- Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our services.
- Resell, lease or provide our services in any way not expressly permitted through our services.
- Remove or alter the conditions of use, any copyright notices and other identification disclaimers as they may appear on the website, or in any print format; or
- Provide any content by electronic means to any person other than an authorised user; or

- Alter or change any part of the content.

## 12. Promotions

**12.1. Refer a friend and get £100 credit:** For both the referee and the referrer to be eligible to receive the Mighty promotional offer (the 'Offer'), the referee must pay their first month subscription. Following this, the £100 credit will be automatically applied to both the referee and the referrer's accounts and will come off their following months subscription fees.

**12.2. The reward:** This reward is a credit against the Mighty subscription fees of £100 in total, it is not a cash reward. If there is an amount left over in credit on the account, this credit will not be paid out in cash.

**12.3. Eligibility:** In order for both the referee and the referrer to be eligible, the referee must use the link generated from within the app to sign up. This will then result in the automatic application of the credit, following the payment of the first month by the referee.

**12.4. Modification:** Mighty reserves the right to modify these terms and conditions or cancel the Offer at any time.

## 13. Indemnity and Liability

This section is important as it outlines liability terms between us and both subscribers and invited users, so we urge you to read it closely and in full.

**13.1. You indemnify us:** You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, a third-party claim against us relating to your use of our services or any third-party product (except as far as we're at fault).

**13.2. Disclaimer of warranties:** Our services and all third-party products are made available to you on an "as is" basis. Subject to the consumer law terms in section 56, we disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.

**13.3. Payments:** Mighty cannot initiate payment transactions on your behalf therefore shall not be held liable for unauthorised payment transactions. In cases of unauthorised payment transactions, you should contact your bank directly.

**13.4. Limitation of liability:** Other than liability that we can't exclude or limit by law, our liability to you in connection with our services or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:

- We have no liability arising from your use of our services for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense.

- For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.
- Our total aggregate liability to you in any circumstances is limited to the total amount you paid us for your subscription in the 6 months immediately preceding the date on which the claim giving rise to the liability arose.

## **14. Warranties, Limitation Of Liability And Indemnity**

14.1. You warrant and undertake you:

- 14.1.1. have all requisite power and authority to execute, deliver and perform its obligations in accordance with these Terms;
- 14.1.2. shall comply with all applicable laws and regulations of any competent authority as they apply to the Services and
- 14.1.3. have provided and will continue to provide Mighty all relevant and accurate information as to your business and needs in relation to the Contract.

14.2. We will use reasonable endeavours to ensure that the Services are suitable for your intended use but we do not warrant that the Services will meet your requirements or that they will be error-free, timely, reliable, entirely secure, virus-free or available at all times since we are dependent on the reliability of the internet and your use of your own computer to access the Services. We will try to keep any disruptions to a minimum but it may be necessary to suspend the Services from time to time to carry out maintenance and support work.

14.3. The Services are provided on an "as is" basis. Save as expressly set out in these Terms, all warranties, representations, undertakings or terms whether express or implied, statutory or otherwise, including in particular any implied warranty of satisfactory quality or fitness for any particular purpose or use are excluded to the fullest extent permitted by law.

14.4. Nothing in these Terms shall limit or exclude Mighty's liability for:

- 14.4.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- 14.4.2. Fraud or fraudulent misrepresentation.

14.5. Subject to clause 14.4, Mighty shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or correction of software, data or information, loss of goodwill, any regulatory fines (total or incremental) arising from circumstances occurring prior to appointment, or any indirect or consequential loss arising under or in connection with the Contract.

14.6. Subject to clause 14.4, Mighty's total aggregate liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including

negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total sum of the Charges paid by you for the Services in the 6 month period preceding the date when the claim or claims arose.

14.7. You agree that all the limitations and exclusions of liability in favour of Mighty have been drawn to its attention and are reasonable in the circumstances under which the Services are to be performed. In the event that a court of competent authority does not agree that the provisions of clause 17.4 shall apply and in any event, subject to clauses 14.5 and 14.6 and this clause, Mighty's total liability shall not exceed the limits of the professional indemnity insurance that it maintains from time to time.

**14.8. INDEMNITY:** You hereby undertake and agree to indemnify Mighty and keep it fully indemnified for and against any and all costs, losses, damages, expense and/or liabilities (including, without limitation, any legal fees and expenses) which may be suffered or incurred by Mighty arising out of or in connection with (i) any breach of your undertakings or obligations set out in these Terms, and/or (ii) your negligence, fraud or misconduct.

14.9. This clause 14 shall survive termination of the Contract.

## 15. Termination

15.1. Subscription period: Your subscription continues for the period covered by the subscription fee paid or payable. At the end of each billing period, these terms automatically continue for a further period of the same duration as the previous one, provided you continue to pay the subscription fee in accordance with the pricing plan.

You may choose to terminate your subscription at any time by providing one month's notice in advance. You'll still need to pay all relevant subscription fees up to and including the day of termination. No refund is due to you if you terminate your subscription or Mighty terminates it in accordance with these terms.

You shall be deemed to have terminated the Contract if:

- 15.1.1. You do not elect to subscribe to the Services at the end of any trial period: and/or
- 15.1.2. You cancel your subscription to the Services or fail to pay Mighty for a subsequent renewal when due.

15.2. Mighty may terminate the Contract at any time by giving you not less than one (1) month's Written Notice. Mighty may also terminate the Contract with immediate effect, at Mighty's sole discretion, should any of the events described in clause 15.6 occur.

15.4. For the avoidance of doubt, failure by you to pay any Charges due to Mighty in full in cleared funds by the due date shall constitute a material breach of the Contract. Failure by you to pay the Charges to Mighty in cleared funds by the due date on more than two occasions shall entitle Mighty to terminate the Contract immediately on giving Written Notice to you.

15.5. Without limiting its other rights or remedies, Mighty may suspend provision of the Services under the Contract or any other contract between you and Mighty if you become subject to insolvency or liquidation, or if Mighty reasonably believes that you are about to become subject to insolvency

15.6. The events referred to in clause 15.2 above, which shall entitle Mighty to terminate the Contract with immediate effect by written notice (which may be given by email) include, without limitation:

- 15.6.1. **Non-Payment** - where your Mighty Account has been suspended and you have not paid us within one month or where your direct debit has failed more than once in a financial year;
- 15.6.2. **Abusive Behaviour and discrimination** - use of racist, abusive, homophobic or sexist language or any other threatening or inappropriate conduct directed at our staff or third parties;
- 15.6.3. **Incompatibility** - where it becomes apparent that your business is incompatible with the Mighty Pro Service due to, by way of non-exhaustive examples, the:
  - abnormal size of the company;
  - number of transactions per month;
  - operation of non-pound sterling bank accounts, unless the paid for bookkeeping service is taken up - see clause 3.2.5 and clause 3.6.
  - inclusion of non-ordinary shares in the company's capital;
  - existence of stock and/or work-in-progress assets;
  - engagement in factoring transactions; and
  - existence of investments in subsidiaries and/or other affiliated companies.
- 15.6.4. **Excessive Use** - where, in Mighty's opinion only; the level of support required to maintain you is excessive by any objective measure of comparison with other users whether by reason of the volume of transactions or the number of service support requests; or where you are unwilling or unable, despite previous training and support, to use the Mighty Software and the Services properly or efficiently;
- 15.6.5. **Insufficient Use** - where, in Mighty's opinion only; you fail to update your Mighty Software on a sufficiently frequent basis;
- 15.6.6. **Non-Communication** - where there has been no answer by you to phone calls or other communications for an extended period of time and no instructions have been given in relation to the trading or non-trading status of your limited company or closure;
- 15.6.7. **Late-filing** - where you consistently fail to file your accounts or tax returns on time and/or fail to cooperate with us in our attempts to assist you to do so; or
- 15.6.8. **Failure to make payments** - where you repeatedly and deliberately fail to make tax payments that we have prescribed.

## 15.7. Consequences of Termination

- 15.7.1. On termination of the Contract for any reason:
  - 15.7.1.1. You shall immediately pay to Mighty all of Mighty's outstanding unpaid invoices and interest and, in respect of Services supplied but for which

no invoice has been submitted, Mighty shall submit an invoice, which shall be payable by you immediately on receipt;

- 15.7.1.2. The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 15.7.1.3. Clauses which expressly or by implication survive termination shall continue in full force and effect.
- 15.7.2. Termination will result in the closure of your Mighty Account and disengagement as your Agents. In such cases we will issue a disengagement letter to ensure our respective responsibilities are clear.
- 15.7.3. Following the cancellation of your account, Mighty will have no further responsibility in relation to the preparation or filing of your Limited company accounts, RTI filings or any other return. As a Director you will have continued responsibilities and are solely responsible for identifying another service or accountant to satisfy the need for the service that we provided.
- 15.7.4. If you require the preparation of your Company's Year End accounts prior to leaving Mighty we will ask you to make up the cost for producing these accounts to the value of 12 times your monthly subscription + VAT. If the number of monthly payments made has not covered the full accounting period for which we are producing year end accounts. If you require us to also assist with closure of your company, or preparation for ceased trading, additional fees may apply.
- 15.7.5. Any data you have in your Mighty Software would need to be exported prior to closure of your Mighty Account. You will have 30 days notice to complete this before your Mighty Account is closed.
- 15.7.6. If your Registered Office Address on the Companies House public register is Mighty's office address, Mighty will revert this to your primary contact's correspondence address, already held on record with Mighty and with Companies House. We will provide you with a minimum of 14 days notice prior to making the change.
- 15.7.7. Suspension of your Mighty Account could seriously jeopardise our and your ability to manage your company accounts and could lead to the missing of submission deadlines, including monthly RTI filing.
- 15.7.8. Mighty cannot be held liable for any fines incurred resulting from this, and all our obligations under these Terms of Services are suspended.
- 15.7.9. If we withdraw access to the Services no refund will be payable by us. One month's notice will be given prior to the suspension of a Mighty Account after which time if any issue has not been resolved within the following month we will take action to disengage ourselves as your Agent. We also reserve the right to close any Mighty Account for any reason, by giving one month's notice. If we need to close your account we'll give you up to one month's notice. However, we can cancel your account immediately if:
  - You fail to pay your fees
  - You're abusive to any member of our team
  - Your business becomes incompatible with our services (e.g. if you open a foreign bank account that we cannot support)

- You use our services excessively to the point where we are unable to deliver them properly
- We're unable to contact you despite repeated attempts
- You're frequently unable to meet filing or contractual obligations
- You cease to be a UK resident for tax purposes

### **Consequences of Termination**

If this agreement is terminated for any reason, your Mighty account will be closed. You can export all the data in your Mighty account, but you can only do this before the account is closed. You agree to pay any outstanding balance owed. No refunds will be paid by Mighty. We'll send you a letter of disengagement, after which we have no further responsibilities to you or your company.

47. Retention of your data: Once a subscription is terminated by you or us, it is archived and the data submitted or created by you is no longer available to you. We retain it for a period of time consistent with our data retention policy, during which, as a subscriber, you can reactivate your subscription and once again access your data by paying the subscription fees. We retain data in case you need it as part of your record retention obligations, but you can get in touch directly with us at [support@mightyaccounting.com](mailto:support@mightyaccounting.com) to have your data removed completely if you wish.

## **16. Force Majeure**

16.1 For the purposes of this Contract, **Force Majeure Event** means;

- 16.1.1. COVID-19 (or similar virus), epidemic or pandemic (whether foreseen or not); and/or
- 16.1.2. an event beyond the reasonable control of Mighty including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Mighty or any other party), failure of a utility service (including the Internet) or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

16.2. Mighty shall not be liable to you as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

16.3. If the Force Majeure Event prevents Mighty from providing any of the Services for more than 10 weeks, Mighty shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

## **17. General**

17.1. **Assignment and other dealings:** Mighty may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the

Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to a Group Company or any other third party or agent.

- 17.1.1. You shall not, without the prior written consent of Mighty, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 17.1.2. You hereby agree that Mighty Accounting Ltd, or a suitably qualified third party (a "Trusted Agent") is hereby appointed to act as your Agent in relation to our dealings with HMRC and Companies House or any other competent governmental or regulatory authority.

**17.2. Internal Disputes and Complaints.** If you are a Private Limited Company and we become aware of a dispute between parties who are shareholders or directors of the company, it should be noted that our client is the company itself. We would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties we will continue to supply information to the registered office/normal place of business for the attention of the directors.

### 17.3. Notices.

- 17.3.1. Any notice or other communication given to a party under or in connection with the Contract shall be in the form of a Written Notice, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause. We will communicate with you and with third parties via email or by other electronic means, unless another method is more appropriate. You will be responsible for virus-checking emails and any attachments.
- 17.3.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address recorded on your Mighty Account; if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- 17.3.4. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**17.4. Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**17.5. Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such

right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.6. **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the Agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

17.7. **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

17.8. **Entire Agreement.** The contract constitutes the entire agreement between the parties in relation to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Mighty, which is not set out in the Contract.

17.10. **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. We and you agree to attempt to resolve any dispute amicably by speaking to one another before resorting to any legal action.

17.11. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

17.12. **Dispute resolution** Most concerns can be resolved quickly and to everyone's satisfaction by contacting us through the live chat or by sending an email to [support@mightyaccounting.com](mailto:support@mightyaccounting.com). If we're unable to resolve your complaint to your satisfaction (or if we haven't been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. For disputes of a financial nature, if at any point you are unsatisfied with the response from Mighty, you have the right to elevate this dispute to the Financial Ombudsman Service.

17.13. **Legal notices:** Any notice you send to Mighty must be sent to [support@mightyaccounting.com](mailto:support@mightyaccounting.com) and posted to our registered address at Flat 17 Scholars House, 36 Glengall Road, London, NW6 7GF. Any notices we send to you will be sent to the email address you've provided us through your subscription.

## 18. Prohibited use

18.1. You must not use our services in violation of any export or trade embargo laws that apply to you.

18.2. Blocking your access, disabling your subscription, or refusing to process a payment: We may block your access, terminate your subscription, or refuse to process a payment if we reasonably believe there's a risk - like a potential breach of a law or regulation - associated with you, your company, your subscription, or a payment. Examples of where we might do this include transactions where the payment is from a sanctioned person or country; or where we reasonably believe there is a legal or regulatory risk or a risk of loss

being suffered by us or our customers or partners. You promise that you're not located in a sanctioned country and are not on a sanctioned persons list. We may also block users from a country if we can't receive payments from that country. You should check what payment methods are available in your country for making payments. We may take any of these actions without notice.