

Terms of Service

Welcome to Xavier, a companion for financial advisors. Please read these terms of service (the "Terms") carefully before using the Website and the Service as they form a legally binding contract between us. These Terms apply to the entire content of the website at <https://xavier-analytics.com> (the "Website"), the use by you of the Xavier Analytics services provided through the Website (the "Service") and any correspondence between us. If you use the Website then you indicate that you accept these Terms regardless of whether or not you choose to register to use the Service. If you do not accept these terms, then please do not use the Website or the Service. These Terms are issued by Hatch Apps Limited trading as Xavier Analytics ("Xavier Analytics"), a private limited company registered in England with number 09866038 whose registered office is at 14 Greenway Farm, Bath Road, Wick, Bristol, BS30 5RL, UK (the "Company" and "we"). Our VAT number is 229 1401 32.

By actively signing up to the app you agree to these Terms which will bind you. If you do not agree to these Terms, then we are unwilling to allow you access to the Website and/or the Service. Please do not access and/or use our Website and/or Service.

1. Introduction

1.1 In consideration of the payment by you of the then current fees specified at <https://xavier-analytics.com/pricing> (where applicable) and you agreeing to abide by these Terms, we grant you access to use the Website and the Service on the terms set out in this document.

1.2 By accessing any part of the Website or the Service, you shall be deemed to have accepted the Terms in full which shall take effect immediately on your first use of the Website or Service. If you do not accept the Terms in full, you must leave the Website immediately.

1.3 The Company may revise these Terms at any time by updating this posting. Please check the Website from time to time to review the then current Terms, because they are binding on you. They are available at <https://xavier-analytics.com/terms-of-service>.

1.4 Any amendments, modifications, enhancements or changes to the Service made available by the Company from time to time shall be subject to these Terms.

1.5 If you are 15 years old or younger you may not register with us on this Website. By entering your details on the Website you are stating you are 16 years old or older.

2. Rights Granted

2.1 You are permitted to use the Service for your own internal business purposes or for your own personal use on the following basis:

(a) You have provided your legal full name, a valid email address, and any other information requested in order to complete the sign-up process; and

(b) if you provide or otherwise make available the Service in whole or in part in any form to any person including your employees, (“Invitees”) you undertake to ensure that all Invitees comply with these Terms and acknowledge that you shall remain responsible and liable for the acts or omissions of all Invitees to the same extent as if you had carried out such acts or omissions yourself.

2.2 Subject to the provisions of clause 2.3, all copyright and other intellectual property rights in the Service and material on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. Any use of extracts from the Website for any purpose is prohibited.

2.3 All copyright and intellectual property rights in any information uploaded by you or your employees to the Website in connection with the Service shall remain vested in you, your employees or your licensors.

2.4 No part of the Website or Service may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

2.5 Any rights not expressly granted in these Terms are reserved.

3. Service Access & Technical Support

3.1 Whilst the Company endeavours to ensure that the Website and Service is normally available 24 hours a day, the Company shall not be liable if for any reason the Website or Service is unavailable at any time or for any period.

3.2 Access to the Website and the Service may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

3.3 The Company will provide technical support to then current paying subscribers to the Service by email only. Technical support will only be provided for bugs or errors in the Service that are reproducible by the Company. You agree to provide the Company with full and accurate details of all bugs and errors in the Service requested by the Company. You acknowledge that the Company provides no warranty that all or any bugs or errors in the Service will be corrected.

4. Acceptable Conduct

4.1 You are prohibited from posting or transmitting to or from the Website and/or the Service any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licences, consents and/or approvals; or

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.2 You may not use the Website or the Service:

(a) in any way that breaches any applicable local, national or international law or regulation;

(b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

(c) for the purpose of harming or attempting to harm minors in any way; or

(d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

4.3 The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of clause 4.1, 4.2 or 4.3.

5. Registration & Payment

5.1 Each account is for use by either a single legal entity (e.g. a company or a partnership) or an individual user. You may provide Invitees with access to your account by inviting them to register as a user of your account. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network.

5.2 Responsibility for the security of any usernames and passwords issued (including those of any Invitees) rests with you.

5.3 The service appropriate to your registration will be available to you immediately for the period of 30 days (the 'Free Trial' period), after which you will be required to purchase a subscription in order to use the Service in full. Upon entering into a subscription, the service will continue to be available for the duration of your Subscription (including any renewals), or until the Contract is otherwise ended.

5.4 For paying accounts, you agree to provide us with a valid credit card number and authorise us to deduct from such card payment of the then current monthly fees. The fees are posted on our website and we may vary these from time to time: please see our Pricing Page for the rates in force for the current month. The credit card must be registered in either your name or that of your company. Credit card payments are subject to validation and authorisation checks of the card issuer.

5.5 For paying accounts the Service is billed monthly in advance on or around the 30th day after your account was created. Payments are non-refundable, and no refunds or credits will be given for any partial use within any month.

5.6 For paying accounts, if We discover an error in the price or description of your Subscription after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens.

5.7 Please note that if you downgrade your Service then you may lose content, features or capacity. We do not accept any liability.

5.8 All fees are exclusive of all taxes, charges, levies, assessments and other fees of any kind imposed on your use of the Service and shall be the responsibility of, and payable by, you. If your place of business is within the UK we will add UK VAT to our fees at the then current rate. If your place of business is within the European Union (excluding the UK) we won't add VAT but you must provide us with a valid VAT registration number or other proof that you are using the Service for business purposes.

5.9 We reserve the right to suspend access to your account if you fail to provide valid credit card details that enable us to charge the full amount of any outstanding fees and charges due or you fail to pay us any sums owed for the Service for any reason. We will provide prior notice of our intention to suspend your account by email to your registered email address. If, within 60 days of suspending your account, the amount of any outstanding fees and charges is not paid to us in full, your account will be cancelled.

6. Termination

6.1 You may cancel your account at any time by clicking the 'Cancel Account' link from within your account settings page in the Service.

6.2 Except for paying accounts, we reserve the right to cancel and delete your account if you haven't accessed the Service for 9 consecutive months. We will provide prior notice by email to your registered email address before we do so. Each account will be considered as an independent and separate account for the purpose of calculating the inactive period. Any one user accessing the account will keep the account active.

6.3 When an account is cancelled, the account and any content left behind in the account will be made inaccessible. For a period of 14 days after any account has been cancelled you may request that we restore your account. After this period, your account and all data contained within it will be permanently deleted and the agreement between us as set out in these Terms will automatically terminate. Please note that partial data may reside on our archival systems for backup purposes for a period of up to 60 days.

6.4 We may terminate these Terms immediately by written notice to you if you commit any breach of these Terms which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

6.5 Termination of these Terms for any reason shall not affect the accrued rights of the parties arising under these Terms and all rights which by their nature should survive the expiry or termination of these Terms and shall remain in full force and effect.

7. Disclaimer

7.1 While the Company endeavours to ensure that the information provided on the Website and the information provided in connection with the Service is correct, the Company does not warrant the accuracy and completeness of such material. The Company may make changes to the material on the Website or to the Service, or to the products and prices described on the Website, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.

7.2 The material on the Website and the Service is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with access to the Website and the Service on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the Website or the Service.

7.3 You acknowledge that:

(a) the Service has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Service as described on the Website meet your requirements;

(b) it is not possible to test the Service in advance in every possible operating combination and environment; and

(c) it is not possible to produce a Service known to be error free in all circumstances.

8. Liability

8.1 The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website or Service), and any of the Company's officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption), and whether in tort (including without limitation negligence, contract or otherwise) in connection with the Website or Service in any way or in connection with the use, inability to use or the results of use of the Website or Service, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or Service or your downloading of any material from the Website, the Service or any websites linked to the Website or Service.

8.2 Nothing in this legal notice shall exclude or limit the Company's liability for:

(a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977; or

(b) fraud; or

(c) misrepresentation as to a fundamental matter; or

(d) any liability which cannot be excluded or limited under applicable law.

8.3 If your use of material on the Website or the Service results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

8.4 Subject to clauses 7.1 and 7.2, the Company's maximum aggregate liability under or in connection with these Terms, or any collateral contract, whether in contract, tort (including negligence) or otherwise (a "Claim"), shall be limited to a sum equal to the aggregate amount which you are obliged to pay the Company in the twelve (12) month period immediately prior to the period giving rise to such Claim.

9. Transfer of Rights and Obligations

9.1 These Terms are binding on you and us, and on our respective successors and assigns.

9.2 You may not transfer, assign, charge or otherwise dispose of these Terms or any of your rights or obligations arising hereunder, without our prior written consent.

9.3 We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms, or any of our rights or obligations arising hereunder, at any time.

10. Notices

10.1 All notices given by you to us must be given to Xavier Analytics at contact@xavier-analytics.com or 14 Greenway Farm, Bath Road, Wick, Bristol, BS30 5RL, UK. We may give notice to you at either the e-mail or postal address you provided to us when registering. Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

11. Events Outside Our Control

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations hereunder that is caused by events outside our reasonable control (a "Force Majeure Event").

11.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of public or private telecommunications networks;
- (e) the acts, decrees, legislation, regulations or restrictions of any government.

11.3 Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event.

12. Waiver

12.1 If we fail, at any time to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled hereunder, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

12.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

12.3 No waiver by us of any of these Terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

13. Severability

13.1 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. Complaints and Feedback

14.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

14.2 If you wish to give Us feedback on any aspect of your dealings with Us, please contact Us in one of the following ways

14.2.1 In writing, addressed to Xavier Analytics, at our registered address: 14 Greenway Farm, Bath Road, Wick, Bristol, BS30 5RL, UK

14.2.2 By email, addressed to contact@xavier-analytics.com

15. How We Use Your Personal Information (Data Protection)

15.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

15.2 For the purposes of these Terms of Service, the following shall have the meanings as defined in the GDPR, ‘data controller’, ‘data processor’, ‘personal data’, ‘processing’ and ‘data subject’.

15.3 The parties agree to comply at all times with the requirements of all applicable UK and EU Data Protection legislation.

15.4 The parties acknowledge that for the purposes of the Data Protection Legislation, for use of the Service, You are a data controller, and We are a data processor.

15.5 Please refer to the Xavier GDPR Policy and Information Security Policy for more information.

16. Our Data Processing of your Personal Data

16.1 The table below sets out a high level description of our data processing activity in respect of personal data provided to us (“your Personal Data”).

Subject matter of the processing	The processing of your Personal Data to the extent necessary for the provision of the Service, and ongoing support and maintenance of the platform. During use of the Service, You are providing data to Xavier via Xero and HMRC (where applicable) for the duration of the connection with the Service, in addition to data provided directly by You during use of the Service.
Duration of the processing	<p>We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. The duration of the processing of your Personal Data by us is the period of your subscription under the Agreement you have with us plus 9 months, or until the data is deleted from within our system, whichever is sooner.</p> <p>Your personal data will be securely disposed of in the event that you choose to delete your team or clients from within the application, if a written request has been made by the administrator of the account, or if the application has not been accessed by or on behalf of the team for 9 months from trial/billing expiry, whichever is sooner.</p>
Nature of the processing	The processing of your Personal Data as is necessary to enable us to perform our contractual obligations under the Agreement with you and includes, collecting, recording, storing, organising, structuring or otherwise making available Personal Data that Users enter into, or connect to, Xavier.
Purpose of the processing	The purpose of the processing is the performance of our contractual obligations under this Agreement with you, including performance of functions required or request by you to ensure compliance of your statutory or contractual obligations.
Personal Data types	Personal Data that is entered into Xavier by your Team Users which includes names, phone numbers, addresses, email addresses, reference numbers, notes and any other personal data Users enter.

17. Your obligations as a Data Controller

17.1 You shall ensure that you have all necessary, appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of any agreement between us.

18. Our obligations as a Data Processor

18.1. Where we process Personal Data on your behalf as part of performing our obligations in providing the Service to you, we shall:

- a) process the personal data only on your written instructions unless we are required to do so by law in which case we shall notify you of this before processing, unless that law prohibits us from notifying you.
- b) ensure that we have appropriate technical and organisational measures in place to protect your Personal Data against unauthorised or unlawful processing, accidental loss, destruction or damage, and that such measures are appropriate given the harm that may result whilst also considering the state of current technology and costs of implementing any measures.
- c) ensure only employees who are authorised to process your Personal Data have access to it and ensure they are obliged to keep this information confidential.
- d) ensure that we do not transfer any of your Personal Data outside of the European Economic Area unless we have your prior written consent, and that the following conditions are fulfilled:
 - i. we or you have provided appropriate safeguards in relation to the transfer;
 - ii. the Data Subject(s) has enforceable rights and effective legal remedies;
 - iii. we provide an adequate level of protection to any Personal Data transferred;
 - iv. where applicable, and if notified in advance, we will comply with reasonable instructions from you with respect to processing of the Personal Data.
- e) promptly inform you as soon as we become aware of any Personal Data breach.
- f) provide reasonable assistance, in responding to any request from a Data Subject or exercise of their rights, and in assisting you in your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities and regulators.
- g) maintain complete and accurate records and information to demonstrate our compliance with our obligations and make this available for your audit purposes.
- h) not engage a sub-processor without your prior specific or general written authorisation, and provided we enter into a written agreement with any sub-processor incorporating terms which are substantially similar to our obligations in this clause. We shall remain fully liable to you for any acts or omissions of any third-party processors appointed by us. Those sub-processors generally authorised by you as at the commencement of the Contract are set out below.

Sub-processor service	Name of sub-processor
Hosting	Amazon AWS
User Support Messaging	Intercom
Subscription Billing	Stripe

19. Entire Agreement

19.1 These Terms and any document expressly referred to in it represents the entire agreement between us in relation to the use of the Website and the provision of the Services and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

19.2 We each acknowledge that, in entering into these Terms, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these Terms except as expressly stated herein.

19.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into these Terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

20. Governing Law and Jurisdiction

20.1 This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English Courts.