



Policy: Terms & Conditions

Reviewed: July 2026

These Terms and Conditions ("Terms") govern the provision and use of software, services, websites, applications, and related products ("Services") provided by **Sysaro Systems Limited (Trading as SASSHA Software)** ("Provider", "we", "our", or "us").

By accessing or using the Services, you ("Customer", "User", or "you") agree to be bound by these Terms.

1. Definitions

- **Software** means any application, platform, code, API, or related technology provided by the Provider.
- **Services** means all software, support, maintenance, consulting, hosting, and related services.
- **Customer Data** means any data, content, information, or materials submitted by the Customer through the Services.
- **Subscription Term** means the period during which the Customer is authorised to access and use the Services.

2. Grant of Licence

Subject to compliance with these Terms and payment of applicable fees, the Provider grants the Customer a limited, non-exclusive, non-transferable, revocable licence to access and use the Software for its internal business purposes.

The Customer shall not:

- Copy, modify, or create derivative works of the Software.
- Reverse engineer, decompile, or disassemble the Software.
- Sell, sublicense, assign, rent, lease, or distribute the Software.
- Remove proprietary notices or intellectual property markings.

3. Account Registration

Where applicable, Customers must:

- Provide accurate and complete information.
- Keep account credentials confidential.
- Notify the Provider immediately of unauthorised access.
- Accept responsibility for activities conducted through their account.



4. Fees and Payment

4.1 Fees

Customers shall pay all fees specified in the applicable agreement, proposal, order form, or subscription plan.

4.2 Payment Terms

- Invoices are payable within **30 days** unless otherwise agreed.
- Late payments may incur interest at the maximum rate permitted by law.
- The Provider may suspend Services for overdue accounts.

4.3 Taxes

Fees are exclusive of applicable taxes, duties, VAT, or similar charges unless expressly stated otherwise.

5. Customer Responsibilities

The Customer shall:

- Use the Services in compliance with applicable laws.
- Ensure authorised users comply with these Terms.
- Maintain adequate security measures.
- Be responsible for the accuracy and legality of Customer Data.

The Customer shall not use the Services for:

- Illegal activities.
- Transmission of malicious code.
- Unauthorised access to third-party systems.
- Infringement of intellectual property rights.

6. Intellectual Property Rights

All rights, title, and interest in the Software, Services, documentation, trademarks, and related intellectual property remain the exclusive property of the Provider and its licensors.

No ownership rights are transferred to the Customer under these Terms.

7. Customer Data

The Customer retains ownership of Customer Data.

The Customer grants the Provider a limited licence to process Customer Data solely for:

- Delivering the Services;



- Maintaining and improving the Services;
- Complying with legal obligations.

The Provider will not sell Customer Data to third parties.

8. Data Protection and Privacy

The Provider shall process personal data in accordance with:

- Applicable data protection laws;
- The Provider's Privacy Policy;
- Any applicable Data Processing Agreement (DPA).

Customers are responsible for obtaining necessary consents from end users where required.

9. Confidentiality

Each party agrees to protect confidential information received from the other party and not disclose it to third parties except:

- As required by law;
- To professional advisers under confidentiality obligations;
- With prior written consent.

Confidentiality obligations survive termination for a period of **five (5) years**.

10. Service Availability

The Provider will use commercially reasonable efforts to maintain availability of the Services.

The Provider does not guarantee uninterrupted or error-free operation and may perform maintenance, updates, or upgrades from time to time.

11. Support and Maintenance

Where included in the Customer's subscription or agreement, the Provider shall provide technical support during designated business hours.

Support services do not include:

- Customer misuse;
- Unauthorised modifications;
- Third-party systems not under Provider control.

12. Warranties

The Provider warrants that the Services will be provided with reasonable skill and care.

Except as expressly stated, the Services are provided on an "**as is**" and "**as available**" basis.



To the fullest extent permitted by law, all implied warranties are excluded.

13. Limitation of Liability

To the maximum extent permitted by law:

- The Provider shall not be liable for indirect, incidental, consequential, special, or punitive damages.
- The Provider shall not be liable for loss of profits, revenue, business opportunities, goodwill, or data.

The Provider's aggregate liability under these Terms shall not exceed the total fees paid by the Customer during the **12 months** preceding the claim.

Nothing in these Terms excludes liability for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Any liability that cannot legally be limited or excluded.

14. Indemnification

The Customer shall indemnify and hold harmless the Provider against claims arising from:

- Customer's breach of these Terms;
- Unlawful use of the Services;
- Infringement resulting from Customer Data.

15. Suspension and Termination

The Provider may suspend or terminate access where:

- The Customer materially breaches these Terms;
- Fees remain unpaid;
- Continued provision would violate applicable laws.

Upon termination:

- Access rights immediately cease.
- Outstanding fees become payable.
- Each party shall return or delete confidential information as required.

16. Force Majeure

Neither party shall be liable for failure or delay caused by events beyond its reasonable control, including:



- Natural disasters;
- Cyberattacks;
- Labour disputes;
- Government actions;
- Utility or telecommunications failures.

17. Changes to Services and Terms

The Provider may modify the Services or these Terms from time to time.

Material changes will be communicated via email, website notice, or the Service platform.

Continued use of the Services constitutes acceptance of the revised Terms.

18. Governing Law

These Terms shall be governed by and construed in accordance with the laws of **England and Wales**.

The courts of England and Wales shall have exclusive jurisdiction over disputes arising from these Terms.

19. Contact Information

Sysaro Systems Limited

Address: 87 Aldeburgh Avenue, Lemington, Newcastle, NE15 8TA

Email: info@sassha.co.uk

Website: 360.sassha.co.uk

Acceptance

By accessing or using the Services, the Customer acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

Review Due: March 2027