

JFDI Services Ltd / Mind My Business

Terms of Service

1. **Mind My Business** is cloud-based business management and bookkeeping software designed especially for small businesses. These Terms of Service (“TOS”) are intended to explain our obligations as a service provider and your obligations as a customer. Please read them carefully.
2. This agreement is between you being either the person accessing this website, or the person authorised to use the software (“the Customer”) and JFDI Services Ltd whose registered office is situate at Donard Demesne, Donard, Co. Wicklow, Ireland with company registration number 382398 and VAT number IE6402398C trading as Mind My Business (“MMB”)
3. Any person who continues to use this website and/or the software accepts thereby that they have accepted these TOS.
4. MMB’s software as described herein (“the Application”) will evolve over time based on user feedback. These TOS are not intended to answer every question or address every issue raised by the use of the Application. MMB reserves the right to change these TOS without prior notice. MMB shall however post the most current version of the TOS on this site and give notification of this via the “What’s New” section of the Application. A person’s continued use of this site and the Application is subject to the most current version of the Terms of Service.
5. These TOS should be read in conjunction with MMB’s Privacy and Cookies Policies.

Definitions.

6. The following terms shall have the following meaning:
 - 6.1 “We” and “us” shall refer to MMB.
 - 6.2 The Application shall refer to the cloud-based business management and bookkeeping software provided by MMB at mmb.mindmybusiness.ie or such other domain as MMB shall select.
 - 6.3 “Subscriber” refers to any person who maintains an account within the Application.
 - 6.4 “User” shall refer to any person given access to the Application by a Subscriber as well as any person who visits this site and/or has legitimate access to the Application
 - 6.5 “Applicable Law” refers to the law currently in force in Republic of Ireland, which shall govern this agreement.

General Terms

7. MMB grants Subscribers and Users a non-exclusive, non-transferable license to access and use the Application and this website in accordance with these TOS.
8. Use of the Application requires an Internet connection and you acknowledge that you must arrange your own internet access at your own expense.

9. MMB may without prior notice or liability add discontinue or revise any aspect, mode or design of the website and the Application including but not limited to the scope and or time of service and/or the software or hardware required for access thereto.
10. Subscribers and Users shall be responsible for maintaining the confidentiality of their username and password and Subscribers will be responsible for all activities performed both by themselves and their Users including but not limited to all charges for such activities.
11. Subscribers and Users agree to use the Application for the purposes for which it is intended and only to the extent that the services accessed are paid for and are used in compliance within any and all applicable law.
12. Access to the Application in accordance with the TOS does not constitute a sale or transfer of any of our rights in the software. Without prejudice to the foregoing any information or data entered into the Application or the website by or on behalf of Subscribers/Users shall at all times remain the property of the relevant Subscriber.
13. You agree that we do not act as your bookkeeper, accountant or as any other kind of professional advisor to you and that the Application cannot be used as a substitute for professional advice.
14. The Application is designed for use by Subscribers resident in and for the purpose of managing businesses subject to the laws of the Republic of Ireland.
15. Notwithstanding the manner in which they have been grouped together or linked grammatically, all TOS provisions are severable from each other and if any such provision is held unenforceable by any court of competent jurisdiction then:
 - 15.1.1 the remaining TOS shall survive and remain in full force and effect and continue to be binding and enforceable, and
 - 15.1.2 the remaining TOS shall be read and construed in such a manner as to strive to give as close an effect as is lawfully permissible so as to match the intent and purpose of the original provision.
16. This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the law of the Republic of Ireland and insofar as lawful without any regard to such law's conflict of laws and the parties hereto irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

Free Trial

17. Subscribers may be granted a free trial period the length of which is published on the web site and which may vary from time to time. Should the length of the trial period be changed during a Subscriber's existing trial period then the trial period which applied when that Subscriber signed up shall continue to apply. At the end of the free trial period paid usage automatically begins unless the service has been previously cancelled.

18. During a trial period Subscribers can register one further User in addition to themselves and use of the Application's database is limited to 100 records per table. TOS changes which adjust either of these parameters will not be applicable to any Subscriber's then current trial period.
19. From the end of the first 15 days of any trial period to the end of such trial period MMB may display advertising in and as part of the Application.

Subscription, Charges and Payment

20. Subscribers must register a credit or debit card upon creation of each new Business within MMB in order to begin paying for the Application at the end of the trial period or if they wish to start using the Application free of restrictions or free of advertising. **Each Business incurs separate charges.**
21. **WE DO NOT HOLD YOUR CREDIT CARD INFORMATION.** Credit Card information is collected and held by an external service provider (currently Stripe – www.stripe.com) which is solely responsible for all PCI compliance and use of whose service is entirely at Subscriber's sole risk. Stripe provides MMB with a token which can be used solely by MMB to collect payments due from Subscribers' registered credit card.
22. Charges apply from the end of the free trial period and are subsequently invoiced in arrears at the end of each calendar month. In the first month of service a pro-rata charge for the number of days actually used in the relevant calendar month shall apply. Thereafter full monthly charges apply.
23. Charges for the Application are subject to VAT and are as advertised on the website from time to time. Where a User is registered for more than one Business a discount may apply. Any such discount will be shared evenly between all of the Businesses for whom the User is registered.
24. MMB may from time to time need to change our charges. Where possible increased charges for new Subscribers will not be applicable to existing Subscribers provided that their subscription remains continuous and unbroken. However, where our costs are adversely affected by such matters as charges by third party suppliers, exchange rates or simply inflation then we reserve the right to increase charges to existing Subscribers.
25. On or near the 5th working day of each month, or after cancellation of the service, we will email you an invoice with the charges for the previous month.
26. We will collect the payment due for the invoice issued on the date of emailing it to you. Where your card is refused or payment cannot be collected for any other reason, we will make regular collection attempts until the payment is satisfied.

Data Protection

27. Subscribers who use the system to store and/or process data requiring registration under the Data Protection Act or similar are solely responsible for compliance with any and all applicable Data Protection legislation.

28. For data we hold about Subscribers and Users we are both the Data Controller and Data Processor. For data held by Subscribers and Users about their contacts, the Subscriber is the Data Controller and we are the Data Processor
29. You will obtain and maintain all necessary permissions from your Data Subjects for the storage and processing of their data within MMB and comply with all relevant legislation, especially GDPR in the EU, in this respect.
30. You agree to indemnify and hold us harmless from any losses, including all legal fees and expense, that result from your breach of this section.
31. Further information about Data Privacy can be found in our Privacy Policy.

Prohibited Use

32. Subscribers and Users agree to access the information stored in the Application only for lawful purposes and not to use such information for the purpose of committing or furthering fraudulent acts or committing any acts that would give rise to either civil or criminal liability.
33. Subscribers and Users agree not to
 - use the Application to enter information that can be reasonably regarded as libellous, malicious, profane, fanning ethnic or racial tensions, immoral or any information which any reasonable person would consider objectionable on grounds of good
 - use any means to restrict or prevent another Subscriber/User from accessing or enjoying the Application
 - submit or post any unsolicited, unauthorized or unlawfully annoying material to other persons through the Application
 - upload material into the Application that they know infringes on the intellectual properties of others
 - upload material that places unnecessary load or strain on the Application which negatively affects the performance of the Application
 - introduce any viruses or harmful technology into the website or the Application
34. Whilst it is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of the Application, in general MMB will not tolerate any use which damages or is likely to damage its business or reputation, the availability or integrity of the Application or which causes or threatens to cause MMB to incur any legal, tax or regulatory liability. We will also not tolerate any conduct by you which is (or we reasonably deem to be) offensive, malicious, threatening, intimidating or otherwise unacceptable behaviour.
35. Subscribers agree to indemnify MMB from the effects of any breach of clauses 32 to 35 inclusive.

Updates

36. MMB aims to continuously improve the Application and may update any version of the Application with or without prior notice. Updates may occur automatically or may be caused to occur through operation of prompts that appear on the Subscriber and or User's interface.

Updated versions will be subject to the current TOS and any other additional terms that may also be included in the current terms with or without notice. MMB shall endeavour to ensure backward compatibility of your data and (where possible) of the same functionality as before. We may send emails to Subscribers/Users explaining the new features of updated software or may simply post such updates on the What's New tab section of the Application.

Backups of Data

37. The Application and your data is held on secure, replicated servers and under normal circumstances your data should be safe. However, your data may come under malicious attack from one of your own users, the internet may become unavailable or other events outside of our or your control may occur. You are therefore strongly advised to keep backup/copies of any information inputted into or generated by the Application as we cannot guarantee that your information will not be lost or damaged.

Technical Support

38. During the period of your paid subscription, we aim to give you 24-hour technical support 7 days a week through the Support tab within the Application. We aim to provide first response to all queries raised within 1 working day. You expressly grant us the right to access your data to provide such support. We will not at any time give you technical support or other assistance for anything other than the use of the Application.

Limitation of liability

39. Subscribers and their Users hereby agree to release, hold harmless and forever discharge MMB and its affiliates, partners, service providers, suppliers, vendors, and contractors and each of their respective agents, directors, officers, employees, and all other persons related to or involved in the supply of the Application from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs and disbursements of any nature whatsoever, whether known or unknown, which now or hereafter arise from, relate to, or are connected with his/her/its use of the Application to the extent that such release is not prohibited by applicable law. If the Subscriber is dissatisfied with the Application or finds any part of these TOS unacceptable then such Subscriber accepts that their sole remedy is to discontinue using the Application offered through our website.

40. Subscribers and Users accept that in no event will MMB become liable to a Subscriber, User or any other person for any lost profits, lost savings, lost data, or other special or consequential, incidental, punitive or exemplary damages arising out of or relating to this agreement or any information, product or data that is in the hands of MMB under this agreement including but not limited to, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, or any indirect or consequential loss or damage, even if we have been advised of the possibility of such loss or damage, or even if such loss or damage was reasonably foreseeable. Nothing in this agreement operates to relieve MMB of any liability from wanton or wilful and reckless acts that may give rise to liability in tort or contract.

41. Except in the manner provided for in this TOS, a Subscriber is not entitled to any warranty that the service provided by the website will meet the Subscriber's requirements and expectations, or that the services will be uninterrupted, flawless, timely, accurate, reliable, secure or error free or

that the website will be free of viruses or other harmful elements, or that errors in the software will be corrected.

42. In all events the liability of MMB is limited to the charges paid by the Subscriber in the 36 months leading up to any claim.

Termination of service.

43. Subscription to the Application can be terminated for individual Users or for an entire company by the Subscriber, either during the free trial period or after paid service has commenced, from the My Settings tab within the Application. Where a subscription is cancelled for a User within a calendar month, the charge for the entire month is still due and will be invoiced and collected from the Subscriber in the next invoicing and payment cycle. Where a subscription is cancelled for an entire Company, all outstanding charges will be immediately invoiced and collected from the Subscriber.
44. Should charges not be paid when due, MMB may immediately suspend your account. You will need to contact us to re-instate your account. We cannot guarantee that your data will still be intact after re-instatement. A service fee of €100 plus VAT per hour will be charged for re-instatement.
45. Should we detect breach of the “Prohibited Use” section of this agreement or any other illegal use of the Application by you, we will issue a notice to you that you have in our reasonable judgment breached this agreement. As long as we do not discern any reason for immediate suspension or termination of your service, we shall give you a reasonable time (usually 7 days) to remedy such breach. If you fail to remedy the breach within the notified time we will terminate your account without further notice. All charges due at that time remain due and will be collected immediately.
46. Should a petition, motion or application be made against you to have you adjudged bankrupt or to have a receiving order made against you or should we reasonably anticipate the occurrence of either of those events we may immediately terminate your account. MMB further reserves the right to immediately terminate the account of any company, upon an order or a resolution being passed for the purposes of winding up its business activities other than for the purposes of amalgamation merger or reconstruction, or upon a composition agreement being made by it with its creditors.

Disclosure of information.

47. MMB may have to disclose information about Subscribers for example and without limitation in any of the following circumstances:
- Fraud prevention and law enforcement;
 - To comply with any legal, governmental or regulatory requirement;
 - Our professional advisers in connection with any legal proceedings;

Third Party links and Content.

48. This website or the Application may contain links to other websites or services. Such websites or services are completely independent and as MMB has no control over them MMB accepts no

liability in respect of anyone accessing our site who pursues any such links nor for their ability or inability to use them or any of the content of such sites. MMB likewise accepts no liability in respect of any of the products, information, materials or services offered or provided by other organisations listed or linked to this site nor does MMB endorse any such sites or their products and services. Should anyone accessing this website elect or enter into a binding contract with or through any of those sites MMB shall not thereby be deemed to be involved in any way nor shall MMB accept any liability whether in contract or otherwise for any injury, loss or damage suffered as a result of such a person accepting or offering to accept any products or service that are available from those sites.

Authorisation to export data

49. Subscribers and Users acknowledge that their transactional information gathered through the use of this website and other information uploaded on the Subscriber's account is stored outside the Republic of Ireland. We however shall not share such information with anyone except in the manner provided elsewhere in these TOS or as otherwise required by law.

Force Majeure

50. Neither party shall be held liable for a delay or failure in performance of this agreement caused by reason of any occurrence of unforeseen event beyond its unrealistic control, including but not limited to, acts of God, earthquake, embargo, labour disputes and strikes, riots, war, floods and governmental restrictions. The party so affected by the unforeseen event shall be so excused on a day-to-day basis for the period of time equal to that of the underlying cause of delay.