

web codeworks Terms and Conditions

(Revision July 2026)

Last updated: 24 July 2026

1. About these Terms

1.1 These terms and conditions govern the purchase, licensing, installation and use of software modules supplied by **8bits1byte Limited**, a company registered in England and Wales under company number **13038664**, whose registered office is at **Unit 10A, Whittington Business Park, Oswestry, Shropshire, SY11 4ND** (“8bits1byte”, “we”, “us” or “our”).

1.2 In these terms:

- **Customer** means the person, company or organisation purchasing or using a Module.
- **Consumer** means an individual acting for purposes wholly or mainly outside that individual's trade, business, craft or profession.
- **Module** means any WHMCS module, add-on, integration, extension, associated software or related digital product supplied by us.
- **Licence** means the limited right granted to the Customer to install and use a Module.
- **Licence Key** means the unique key, code or other credential used to activate or verify a Licence.
- **Licence Period** means the recurring billing period selected when the Module is purchased.
- **Authorised Installation** means the single WHMCS installation or domain registered against the Licence.
- **Support Services** means the technical support described in section 10.
- **WHMCS** means the third-party billing and automation platform with which the Module is designed to operate.

1.3 By ordering, downloading, installing, activating or using a Module, the Customer confirms that it has read, understood and agrees to be bound by these terms.

1.4 If the Customer accepts these terms on behalf of a company or another legal entity, the Customer confirms that it has authority to bind that entity.

1.5 These terms are intended primarily for business customers purchasing Modules for use in connection with their trade, business, craft or profession.

1.6 Where the Customer is a Consumer, nothing in these terms excludes, restricts or overrides any statutory right or remedy that cannot lawfully be excluded or restricted.

2. Orders and Contract Formation

2.1 The Customer may place an order through our website, client portal, quotation process or another purchasing method approved by us.

2.2 An order constitutes an offer by the Customer to purchase a Licence in accordance with these terms.

2.3 A contract is formed when:

- a. we accept the Customer's order;
- b. we receive the required payment; and
- c. the Module, download or Licence Key is made available to the Customer.

2.4 We may refuse or cancel an order where:

- a. the information provided by the Customer is incomplete or inaccurate;
- b. payment cannot be authorised;
- c. we reasonably suspect fraud, misuse or unlawful activity;

- d. supplying the Module would breach applicable law or third-party rights; or
- e. the Module is no longer available.

2.5 Product descriptions, demonstrations and screenshots are provided to illustrate the general functionality of a Module. Minor variations that do not materially reduce its principal functionality will not constitute a breach of these terms.

2.6 The Customer is responsible for reviewing the Module's product description, technical requirements and compatibility information before placing an order.

3. Licence Grant

3.1 Subject to payment of all applicable fees and continued compliance with these terms, we grant the Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable Licence to install and use the purchased Module during the Licence Period.

3.2 Each Licence applies only to:

- a. one Module;
- b. one Customer; and
- c. one Authorised Installation,

unless the relevant product description, quotation or written agreement expressly states otherwise.

3.3 A separate Licence must be purchased for:

- a. each additional Module;
- b. each additional WHMCS installation;
- c. each additional production domain; or
- d. any other use outside the permitted scope of the original Licence.

3.4 A Licence does not transfer ownership of the Module, its source code or any associated intellectual property to the Customer.

3.5 The Licence is granted only for the Customer's internal business use. The Customer may not use a Licence to provide the Module itself to third parties as a hosted, leased, bureau, managed or software-as-a-service product unless we have agreed otherwise in writing.

3.6 The Customer's right to use the Module exists only while the Licence remains active, fully paid and compliant with these terms.

4. Development and Staging Installations

4.1 Where technically supported, we may permit the Module to be installed on a separate development or staging installation in addition to the Authorised Installation.

4.2 Any development or staging installation must:

- a. be controlled by the same Customer;
- b. be used only for development, testing or disaster recovery;
- c. not provide live services to customers or other third parties; and
- d. comply with any hostname, domain or Licence restrictions imposed by the Module.

4.3 We may require evidence that an installation is genuinely used for development or staging purposes.

4.4 Permission to use a development or staging installation does not permit the Customer to operate a second production installation.

5. Licence Restrictions

5.1 Except where expressly permitted by law or by us in writing, the Customer must not:

- a. copy, reproduce, publish, distribute, sell, rent, lease, lend, sublicense or commercially exploit the Module;
- b. share the Module, download files, Licence Key, licence credentials or account access details with another person or organisation;
- c. install or use the Module on more installations than permitted by the Licence;
- d. remove, conceal or alter copyright notices, licence checks, branding, attribution or proprietary notices;
- e. disable, circumvent, interfere with or attempt to bypass any licensing, authentication or security mechanism;
- f. decompile, disassemble, reverse engineer or otherwise attempt to derive the Module's source code, except to the limited extent that such activity cannot lawfully be prohibited;
- g. modify, translate, adapt or create derivative works from the Module except where source-code modification is expressly permitted;
- h. use any part of the Module to create or assist in creating a competing product;
- i. disclose source code to a third party except as expressly authorised by us;
- j. use the Module for unlawful, fraudulent, abusive or malicious purposes; or
- k. misrepresent the ownership, origin or authorship of the Module.

5.2 The Customer may make a reasonable number of backup copies where necessary for the lawful use and protection of the Module.

5.3 Backup copies remain subject to these terms and must not be installed or operated as additional live copies.

5.4 The Customer is responsible for the actions of its employees, contractors, developers and other persons who access the Module on its behalf.

5.5 A breach of this section will be regarded as a material breach of these terms.

6. Licence Activation and Verification

6.1 The Customer may be required to activate the Licence Key before the Module can be used.

6.2 Activating a Licence Key may associate the Licence with information including:

- a. the Customer's account;
- b. the registered domain or hostname;
- c. the WHMCS installation path;
- d. the server IP address; and
- e. the Authorised Installation.

6.3 A Module may communicate with our licensing systems to verify information including:

- a. the Licence Key;
- b. the registered domain or hostname;
- c. the installation path;
- d. the server IP address;
- e. the Module version;
- f. the WHMCS version;
- g. the status of the Licence; and
- h. the expiry or renewal date of the Licence.

6.4 Licence verification information may be used for:

- a. licence administration;
- b. activation and deactivation;
- c. fraud prevention;
- d. security;
- e. support; and
- f. enforcement of these terms.

6.5 The Customer must not block, manipulate, falsify or interfere with Licence activation or verification requests.

6.6 Temporary interruptions to our licensing systems may occur. We will take reasonable steps to prevent such interruptions from unnecessarily disabling a valid Licence.

6.7 We may provide a reasonable grace or cached-validation period where supported by the Module, but we do not guarantee that every Module will continue functioning during an extended licensing-system outage.

6.8 Licence Key activation is subject to the refund and cancellation provisions in section 21.

7. Licence Period and Automatic Renewal

7.1 The Licence Period and applicable billing frequency will be shown when the Module is purchased.

7.2 Billing periods may include monthly, quarterly, six-monthly, annual or another stated recurring period.

7.3 Unless cancelled in accordance with these terms, the Licence will automatically renew at the end of each Licence Period.

7.4 By purchasing a recurring Licence, the Customer authorises us or our payment provider to take payment using the payment method held on the Customer's account.

7.5 The Customer is responsible for:

- a. maintaining a valid payment method;
- b. ensuring that sufficient funds are available;
- c. ensuring that billing and contact information remains accurate; and
- d. paying renewal invoices by their due dates.

7.6 A successful renewal continues the Customer's right to use the Module and receive the applicable Support Services and updates during the renewed Licence Period.

7.7 The Customer may cancel automatic renewal through the client portal or by contacting us before the next renewal date.

7.8 Cancellation stops future renewals but does not ordinarily result in a refund for the current Licence Period.

7.9 Unless otherwise stated, the Licence will remain active until the end of the already-paid Licence Period following cancellation.

7.10 Cancellation of automatic renewal does not remove the Customer's obligation to pay any invoice or charge that became due before the cancellation was processed.

8. Fees, Taxes and Price Changes

8.1 The Customer must pay the fees displayed at the time of purchase or stated in the applicable quotation or order.

8.2 Fees are exclusive of VAT and other applicable taxes unless expressly stated otherwise.

8.3 The Customer is responsible for any taxes, duties, bank fees, currency-conversion charges or payment-processing costs for which it is legally responsible.

8.4 We may change renewal prices by giving the Customer reasonable notice before the new price takes effect.

8.5 A revised price will apply from the Customer's next renewal date following that notice.

8.6 If the Customer does not agree to a revised renewal price, the Customer may cancel the Licence before the next renewal date.

8.7 Unless required by law or agreed by us in writing, payments are not refundable merely because the Customer did not use the Module during all or part of a Licence Period.

9. Failed Payments, Suspension and Termination

9.1 Renewal invoices are payable on or before their stated due date.

9.2 If payment has not been received by the due date, the Licence will become overdue.

9.3 If payment remains outstanding for seven days after the due date, we may suspend the Licence and associated Support Services.

9.4 During suspension:

- a. the Module may cease functioning or operate with reduced functionality;
- b. access to downloads, updates and support may be disabled;
- c. the Licence Key may no longer validate; and
- d. the Customer will not be authorised to continue using the Module.

9.5 Suspension does not cancel the outstanding invoice or waive our right to recover any amount due.

9.6 If full payment is received before termination, we may reactivate the Licence once the payment has cleared.

9.7 If payment remains outstanding for 30 days after the original due date, we may terminate the Licence and close or restrict the associated service.

9.8 Following termination:

- a. all rights granted under the Licence immediately end;
- b. the Customer must stop using the Module;
- c. the Customer must uninstall and delete all copies of the Module, except any copy retained solely where required by law;
- d. Support Services, updates and downloads will no longer be available; and
- e. reactivation may require payment of outstanding fees, a reactivation charge or the purchase of a new Licence.

9.9 We are not responsible for loss, disruption or damage caused by suspension or termination resulting from the Customer's failure to make payment, subject to any liability that cannot lawfully be excluded.

9.10 The Customer is responsible for monitoring its invoice and renewal dates and must not rely solely on receiving renewal reminders.

10. Support Services

10.1 Support Services are included while the Licence is active and fully paid.

10.2 Support ordinarily covers:

- a. reasonable assistance with installing and activating the Module;
- b. investigation of reproducible faults within the Module;
- c. guidance on documented Module functionality;
- d. access to available documentation; and
- e. access to fixes and updates released for the licensed Module.

10.3 Support does not include, unless separately agreed:

- a. general WHMCS administration or training;
- b. server administration, hosting support or network troubleshooting;
- c. PHP, database or operating-system administration;
- d. customisation or bespoke development;
- e. integration with unsupported third-party software;
- f. correction of changes made by the Customer or a third party;
- g. recovery of deleted, damaged or corrupted data;
- h. support for unlicensed, modified, outdated or unsupported installations;
- i. problems caused by WHMCS itself or another third-party product;
- j. work required because the Customer has not followed documentation or reasonable instructions;
- k. emergency, out-of-hours or priority support; or
- l. problems caused by an unsupported or incorrectly configured hosting environment.

10.4 Support requests must be submitted through our approved support channel and must include sufficient information for us to investigate, including where relevant:

- a. a description of the issue;
- b. steps to reproduce it;
- c. screenshots or error messages;
- d. relevant logs;
- e. the WHMCS and Module versions; and
- f. relevant server-environment details.

10.5 We may request temporary administrative, server, database or file access where reasonably necessary to investigate a support request.

10.6 The Customer is responsible for creating suitable backups before providing access or applying any suggested change.

10.7 The Customer must remove or restrict unnecessary access after a support request has been completed.

10.8 We will use reasonable efforts to respond to support requests within a reasonable period, but no guaranteed response or resolution time applies unless expressly agreed in a separate service-level agreement.

10.9 Support is provided for current or reasonably recent versions of the Module.

10.10 We may require the Customer to update the Module, WHMCS, PHP or another dependency before continuing an investigation.

10.11 Support Services end immediately when a Licence is suspended, expires or is terminated.

11. Updates and New Versions

11.1 An active Licence entitles the Customer to download generally released updates for the applicable Module during the Licence Period.

11.2 Updates may include:

- a. fault corrections;
- b. security improvements;
- c. compatibility changes;
- d. performance improvements;
- e. minor enhancements; or
- f. changes required by third-party services.

11.3 We do not guarantee that:

- a. updates will be issued at any particular frequency;
- b. every requested feature will be added;
- c. a Module will remain compatible with every future WHMCS, PHP, database, operating-system or third-party software version; or
- d. support for every historic version will continue indefinitely.

11.4 We may classify a substantial redesign, replacement or materially expanded product as a separate product requiring an additional purchase.

11.5 The Customer is responsible for testing updates in a suitable non-production environment before deploying them to a live installation.

11.6 The Customer must maintain current backups before installing or updating a Module.

11.7 We may withdraw an update where we identify a security, stability or compatibility issue.

12. WHMCS and Third-Party Dependencies

12.1 WHMCS is a third-party product and is not owned, operated or controlled by 8bits1byte Limited.

12.2 The Customer is responsible for obtaining and maintaining:

- a. a valid WHMCS licence;
- b. suitable hosting and server resources;
- c. compatible PHP and database versions;
- d. required third-party accounts, credentials and subscriptions; and
- e. compliance with the terms of any applicable third-party provider.

12.3 Compatibility information provided by us is based on the information and testing reasonably available at the time.

12.4 We are not responsible for failures caused by:

- a. changes made to WHMCS or another third-party product;
- b. withdrawal or alteration of a third-party API or service;
- c. changes to third-party pricing, authentication or usage limits;
- d. unsupported server configurations;
- e. conflicts with other modules, templates or custom code;
- f. the Customer's failure to maintain required third-party services; or
- g. restrictions imposed by a hosting provider, firewall or security product.

12.5 Where a third-party change materially affects a Module, we may attempt to provide an update, but we do not guarantee that continued compatibility will always be technically or commercially possible.

13. Installation and Customer Responsibilities

13.1 Unless installation services are expressly included, the Customer is responsible for installing, configuring and maintaining the Module.

13.2 The Customer must:

- a. assess whether the Module is suitable for its requirements;
- b. confirm compatibility before installation;
- c. maintain secure and current backups;
- d. test the Module and any update before live use;
- e. maintain appropriate security controls;
- f. restrict access to authorised personnel;
- g. protect Licence Keys and account credentials;
- h. comply with applicable laws and industry requirements; and
- i. ensure that its use of the Module does not infringe third-party rights.

13.3 The Customer is responsible for all data entered into, processed by or transmitted through the Module.

13.4 The Customer must notify us promptly if it becomes aware that:

- a. a Licence Key has been disclosed or compromised;
- b. the Module is being used without authorisation; or
- c. a security vulnerability may affect the Module.

13.5 The Customer must not use a live installation as the sole environment for initially testing a Module or update.

13.6 The Customer is responsible for determining whether the Module is suitable for any regulated or business-critical use.

14. Customisation and Source-Code Changes

14.1 Where a Module is supplied in an editable format, this does not transfer ownership of the source code or remove the Licence restrictions.

14.2 The Customer may make internal modifications only where we expressly permit modification of that Module.

14.3 Any modification is made entirely at the Customer's risk.

14.4 We may decline to provide support for a modified Module or require the Customer to restore an unmodified version before investigating an issue.

14.5 Unless agreed otherwise in writing, any correction, suggestion, enhancement or contribution provided to us may be incorporated into our products without creating an ownership interest or payment entitlement for the Customer.

14.6 Bespoke development and commissioned modifications may be subject to separate terms concerning specifications, acceptance, intellectual property, fees and ongoing support.

15. Intellectual Property

15.1 All intellectual property rights in the Module, documentation, updates, branding, website materials and related content are owned by or licensed to 8bits1byte Limited.

15.2 Nothing in these terms assigns intellectual property rights to the Customer.

15.3 The Customer receives only the limited right to use the Module in accordance with the Licence.

15.4 The Customer must not register or attempt to register any trade mark, business name, domain name or other identifier that is identical or confusingly similar to our names, product names or branding.

15.5 WHMCS and any other third-party names, marks and products remain the property of their respective owners.

15.6 Unless expressly stated otherwise, 8bits1byte Limited is an independent developer and is not affiliated with, endorsed by or sponsored by WHMCS or its owners.

16. Confidentiality

16.1 Each party must keep confidential any non-public technical, commercial, security or business information received from the other party.

16.2 Confidential information may be disclosed only:

- a. to employees, contractors and professional advisers who need it and are subject to confidentiality obligations;
- b. where required by law, regulation or court order; or
- c. with the other party's written permission.

16.3 The Customer must treat non-public source code, technical documentation, licensing methods and security information relating to a Module as our confidential information.

16.4 This section does not apply to information that:

- a. is already lawfully in the public domain;
- b. was lawfully known without restriction before disclosure;
- c. is received lawfully from an independent third party; or
- d. is independently developed without using confidential information.

17. Data Protection and Privacy

17.1 Each party must comply with the data-protection laws applicable to its activities.

17.2 Information collected through our website, client portal, support systems and licensing services will be handled in accordance with our Privacy Policy.

17.3 Unless expressly agreed otherwise, the Customer remains responsible for determining:

- a. what personal data is processed through the Module;
- b. the lawful basis for that processing;
- c. what information is given to affected individuals;
- d. how long information is retained; and
- e. how data-subject rights and security obligations are fulfilled.

17.4 The Customer must not provide us with access to personal data unless reasonably necessary for support.

17.5 Before providing support access, the Customer should:

- a. use a test environment where reasonably possible;
- b. remove or anonymise unnecessary personal data;
- c. create a current backup; and
- d. provide only the minimum access reasonably required.

17.6 Where our role amounts to processing personal data on the Customer's behalf, the parties may need to enter into a separate data-processing agreement.

18. Security

18.1 We will use reasonable care in developing and supplying the Module, but no software can be guaranteed to be entirely free from vulnerabilities.

18.2 The Customer must maintain appropriate security measures, including:

- a. applying relevant security updates;
- b. using supported software versions;
- c. controlling administrative access;
- d. protecting credentials and API keys; and
- e. monitoring its own systems for suspicious activity.

18.3 The Customer must not publicly disclose a suspected vulnerability before giving us a reasonable opportunity to investigate and address it.

18.4 Nothing in this section prevents the Customer from making a disclosure required by law.

19. Warranties

19.1 We warrant that we have the right to grant the Licence described in these terms.

19.2 We will use reasonable skill and care in supplying the Module and Support Services.

19.3 We do not warrant that:

- a. the Module will meet every Customer requirement;
- b. operation will be uninterrupted or error-free;
- c. every defect will be corrected;
- d. the Module will be compatible with every system or configuration;
- e. data processed using the Module will always be accurate; or
- f. the Module will continue to work following changes to WHMCS or third-party services.

19.4 Except as expressly stated in these terms, all warranties, representations and conditions that may lawfully be excluded are excluded.

19.5 The Customer acknowledges that software may contain minor defects and that the presence of a minor defect that does not materially affect normal use will not, by itself, entitle the Customer to reject the Module.

19.6 Nothing in this section excludes or restricts the statutory rights of a Consumer where those rights cannot lawfully be excluded or restricted.

20. Fault Reporting and Remedies

20.1 The Customer must report a suspected fault promptly and provide reasonable information and cooperation.

20.2 We must be given a reasonable opportunity to investigate and, where appropriate, correct a reproducible fault.

20.3 Our investigation may determine that the issue is caused by the Customer's environment, configuration, modifications or a third-party product.

20.4 Where a material fault is confirmed within the Module, we may, at our option:

- a. provide a correction, workaround or replacement;
- b. provide instructions that restore the Module's material functionality; or
- c. where correction is not reasonably practicable, terminate the affected Licence and provide an appropriate refund or credit for the unused part of the current Licence Period.

20.5 The remedies in this section do not limit any statutory right or remedy that cannot legally be excluded.

21. Refunds and Consumer Cancellation Rights

21.1 Where the Customer is acting as a Consumer, the Customer may have a statutory right to cancel the purchase within 14 days of the contract being formed under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

21.2 A Consumer who wishes the Module to be supplied, downloaded, accessed or activated before the end of the applicable 14-day cancellation period must first:

- a. expressly request and consent to the supply of the Module and associated digital content beginning before the end of the 14-day cancellation period; and
- b. acknowledge that, once the Licence Key has been activated or the supply of the Module has otherwise begun, the Consumer will lose the statutory right to cancel the purchase under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

21.3 By activating a Licence Key after providing the express consent and acknowledgement required by section 21.2, the Consumer confirms that:

- a. the Consumer requested the immediate supply of the Module;
- b. the Consumer consented to supply beginning before the end of the 14-day cancellation period; and
- c. the Consumer understands and acknowledges that the statutory 14-day cancellation right is lost once activation or supply begins.

21.4 We may require the Customer to provide the consent and acknowledgement described in section 21.2 by selecting an unticked checkbox, completing an activation confirmation or using another positive confirmation method.

21.5 We may retain a record of the Customer's consent, acknowledgement, activation date, time, IP address, Licence Key and order details as evidence that the Customer requested immediate supply.

21.6 Where the required express consent and acknowledgement have not been provided, we may delay the supply, download, activation or availability of the Module until the 14-day cancellation period has ended.

21.7 Because Modules are digital products made available for download or activation, fees are generally non-refundable once access has been provided, except:

- a. where a refund is requested within 14 days of purchase, the Licence Key has not been activated and supply of the Module has not otherwise begun;
- b. where required by law;
- c. where we agree otherwise in writing; or
- d. where section 20.4(c) applies.

21.8 Refunds will not ordinarily be given where:

- a. the Module Licence Key has been activated or supply of the Module has otherwise begun following the Customer's express consent and acknowledgement under section 21.2;
- b. the Customer changes its mind;

- c. the Customer no longer requires the Module;
- d. the Customer did not review the product description or technical requirements;
- e. the Customer's environment is incompatible with the published requirements;
- f. the Customer lacks the technical ability to install or use the Module;
- g. a third-party service changes or becomes unavailable;
- h. the Licence is suspended or terminated following non-payment or breach; or
- i. the Customer has modified the Module.

21.9 A request for a refund must be submitted through our approved support or billing channel and must identify:

- a. the relevant order;
- b. the Module concerned;
- c. the date of purchase; and
- d. the reason for the request.

21.10 Where a refund is approved, it will normally be made using the original payment method.

21.11 Where a refund is issued:

- a. the Licence will be cancelled or terminated;
- b. the Licence Key may be disabled;
- c. the Customer must stop using the Module; and
- d. the Customer must delete or uninstall all copies of the Module.

21.12 The loss of the statutory cancellation right does not affect any other statutory rights or remedies available to a Consumer, including rights relating to digital content that is faulty, not as described or otherwise does not conform to the contract.

21.13 Nothing in this section excludes or restricts any right, refund or remedy that cannot lawfully be excluded or restricted.

22. Limitation of Liability

22.1 Nothing in these terms excludes or limits liability for:

- a. death or personal injury caused by negligence;
- b. fraud or fraudulent misrepresentation;
- c. breach of any title obligation that cannot lawfully be excluded; or
- d. any other liability that cannot lawfully be excluded or limited.

22.2 Subject to section 22.1, we will not be liable for:

- a. loss of profit;
- b. loss of revenue;
- c. loss of sales or business;
- d. loss of anticipated savings;
- e. loss of contracts or commercial opportunities;
- f. loss of goodwill or reputation;
- g. loss, corruption or restoration of data;
- h. business interruption;
- i. the cost of substitute software or services; or
- j. any indirect or consequential loss.

22.3 Subject to section 22.1, our total aggregate liability arising from or relating to a particular Module, Licence or associated Support Services will not exceed the total fees paid by the Customer for that Module during the 12 months immediately preceding the event giving rise to the claim.

22.4 Where the Licence Period is shorter than 12 months, liability will not exceed the fees paid for the affected Licence during the current Licence Period.

22.5 The limitations in this section apply whether liability arises in contract, tort including negligence, breach of statutory duty, misrepresentation, restitution or otherwise.

22.6 The Customer acknowledges that:

- a. the fees reflect the allocation of risk in these terms;
- b. it is responsible for maintaining backups and business-continuity arrangements; and
- c. it should obtain appropriate insurance where the consequences of software failure could be significant.

22.7 The exclusions and limitations in this section apply only to the extent permitted by law.

22.8 Where the Customer is a Consumer, this section does not exclude or restrict liability in a manner prohibited by consumer-protection law.

23. Indemnity

23.1 Where the Customer is acting in the course of business, the Customer will indemnify 8bits1byte Limited against reasonable losses, liabilities, damages, costs and expenses arising from a third-party claim caused by:

- a. the Customer's unlawful use of the Module;
- b. material supplied or processed by the Customer through the Module;
- c. the Customer's breach of third-party rights;
- d. unauthorised modification, distribution or resale of the Module; or
- e. the Customer's material breach of these terms.

23.2 This indemnity will not apply to the extent that the claim was caused by our negligence or breach of these terms.

23.3 This section does not apply to a Consumer to the extent that applying it would be unlawful or unfair.

24. Suspension and Termination for Breach

24.1 We may suspend a Licence or access to Support Services immediately where we reasonably believe that:

- a. the Licence is being used outside its permitted scope;
- b. the Customer has shared or redistributed the Module;
- c. a licensing or security mechanism has been circumvented;
- d. the Module is being used unlawfully;
- e. the Customer's use creates a security or operational risk; or
- f. the Customer has materially breached these terms.

24.2 Where a breach can reasonably be remedied, we may give the Customer an opportunity to remedy it within a stated period.

24.3 We may terminate the Licence immediately where:

- a. the breach is incapable of remedy;
- b. the Customer does not remedy the breach within the stated period;
- c. the Customer intentionally circumvents licensing controls;
- d. the Customer unlawfully distributes or resells the Module;
- e. the Customer becomes insolvent or ceases trading; or
- f. termination is reasonably necessary to comply with law or protect our rights.

24.4 Termination for breach does not ordinarily entitle the Customer to a refund.

24.5 Rights and obligations that by their nature are intended to continue after termination will survive, including provisions concerning intellectual property, confidentiality, liability, indemnity, payment and governing law.

25. Discontinuation of a Module

25.1 We may discontinue a Module where reasonably necessary for technical, legal, security or commercial reasons.

25.2 Where practical, we will provide reasonable advance notice to Customers with active Licences.

25.3 We may continue to provide critical support or security fixes for a stated period, but we do not guarantee indefinite maintenance.

25.4 If we discontinue a Module before the end of a paid Licence Period and do not provide a materially equivalent replacement, we may provide a pro-rata credit or refund for the unused portion of that Licence Period.

25.5 We will not be liable for migration costs, replacement-development costs or other losses arising from discontinuation, subject to section 22 and any liability that cannot lawfully be excluded.

26. Force Majeure

26.1 Neither party will be liable for a delay or failure caused by circumstances beyond its reasonable control.

26.2 Such circumstances may include:

- a. internet or infrastructure failures;
- b. cyberattacks;
- c. third-party platform failures;
- d. industrial disputes;
- e. natural disasters;
- f. epidemics or pandemics;
- g. governmental action;
- h. war or civil disturbance; or
- i. interruption of utilities.

26.3 The affected party must take reasonable steps to minimise the effects of the event.

26.4 This section does not excuse the Customer from paying fees that became due before the relevant event.

27. Communications

27.1 We may send contractual, billing, licensing, security and service communications using the contact details registered to the Customer's account.

27.2 The Customer must keep its email address, company details and billing information current.

27.3 A notice sent by email will be treated as received on the next working day after sending, provided no delivery-failure notification is received.

27.4 Marketing communications will be handled separately and may be declined where applicable.

28. Changes to these Terms

28.1 We may update these terms to reflect changes in:

- a. our products or services;
- b. licensing or billing arrangements;
- c. applicable law or regulation;
- d. security requirements; or
- e. third-party services.

28.2 Material changes affecting an active Licence will normally take effect from the next renewal date unless:

- a. an earlier change is required by law;
- b. an earlier change is required for security reasons; or
- c. the change benefits the Customer without materially reducing its rights.

28.3 The terms in force when an order is accepted will apply to that Licence Period, subject to any changes that must lawfully take effect earlier.

28.4 Continued renewal or use after revised terms take effect constitutes acceptance of those revised terms, provided that the Customer has been given appropriate notice.

28.5 Nothing in this section permits us to make a retrospective change that unlawfully removes an accrued statutory or contractual right.

29. Assignment

29.1 The Customer may not assign, transfer, sublicense or otherwise dispose of the Licence or its rights under these terms without our prior written consent.

29.2 We may assign or transfer our rights and obligations to:

- a. another company within our corporate group;
- b. a purchaser of our business or relevant assets; or
- c. a successor to the Module or associated services.

29.3 Any permitted assignment will not reduce the Customer's material contractual or statutory rights.

30. General Provisions

30.1 These terms, together with the relevant order, product description, quotation and any expressly incorporated policy, constitute the entire agreement between the parties concerning the Module.

30.2 The Customer confirms that it has not relied on any statement not expressly included in the agreement, but nothing excludes liability for fraud or fraudulent misrepresentation.

30.3 If there is a conflict between documents, the following order of priority will apply:

- a. a separately signed written agreement;
- b. the applicable quotation or order form;
- c. these terms; and
- d. the general product description.

30.4 A delay or failure to enforce a right does not waive that right.

30.5 If any provision is held to be invalid or unenforceable, it will be modified to the minimum extent necessary or removed, and the remaining provisions will continue in force.

30.6 No person other than the parties has any right to enforce these terms under the Contracts (Rights of Third Parties) Act 1999.

30.7 Nothing in these terms creates a partnership, joint venture, employment or agency relationship between the parties.

30.8 Headings are included for convenience only and do not affect the interpretation of these terms.

30.9 References to writing include email unless expressly stated otherwise.

30.10 Words in the singular include the plural and words in the plural include the singular where the context requires.

31. Governing Law and Jurisdiction

31.1 These terms and any dispute or claim arising from them are governed by the laws of England and Wales.

31.2 Where the Customer is acting in the course of business, the courts of England and Wales will have exclusive jurisdiction over any dispute or claim arising from or connected with these terms.

31.3 Where the Customer is a Consumer, the Customer may have the right to bring proceedings in another court where required or permitted by applicable consumer law.

31.4 Before starting court proceedings, each party should make reasonable efforts to resolve the dispute through good-faith discussions.

32. Contact Details

Questions, notices, billing enquiries and support requests should be sent to:

8bits1byte Limited

Company number: **13038664**

Registered office: **Unit 10A, Whittington Business Park, Oswestry, Shropshire, SY11 4ND**

Email: **hello@8b1b.co.uk**

Website: **www.8b1b.co.uk**