

## Klemi Client Terms

We are Klemi.co LLP, a limited liability partnership with number OC414047 and registered address 226 Worple Road, London, United Kingdom, SW20 8RH. When we refer to **Klemi** we are referring to Klemi.co.

Klemi offers an admin app for small to medium-sized churches, providing a supportive framework for church life - improving communication, clarifying roles and comprehensively managing church records.

These are the terms and conditions on which we supply products to you. These include:

- the **Tool**: the church administration software provided, via web browser or via the App, by Klemi;
- the **App**: any mobile application (accessible by any mobile device) which provides access to the Tool and is provided by Klemi;
- Associated **services**: for example, settling in assistance and ongoing support services (which are set out in more detail in Schedule 1).

Please read these terms carefully before you subscribe to Klemi, and use the Tool. These terms tell you who we are, how we will provide products to you, how you and we may change or end the agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

You are signing up on behalf of your church. Please make sure that you have authority to sign your church up, before accessing the Tool.

We provide the Tool on the basis that you are using the Tool for the administrative purposes of your official role within your church, and not for your personal use. If this is not the case, then please contact us to discuss.

By subscribing to Klemi's services, you agree to be bound by the terms and conditions set out below.

If you have any questions about these terms, please contact us as follows:

- **Email: [hello@klemi.co](mailto:hello@klemi.co)**
- **Call: 07863544228**
- **Write: 226 Worple Rd, London, SW20 8RH**

## 1. Our Agreement with you

Our agreement with you comes into existence when we confirm your subscription to Klemi. The agreement includes these terms and conditions, the associated schedules and the subscription confirmation email OR order form.

The agreement will continue unless terminated earlier by either you or Klemi in accordance with clause 10.

## 2. Licence

2.1 In consideration of the fees (which are set out in Schedule 2, and detailed in our confirmation of your subscription), we grant to you a non-exclusive non-transferrable revocable licence to use the Tool (including, where appropriate the App) exclusively for the purposes of the administration of your church.

2.2 You agree:

- (a) not to copy the Tool except where such copying is incidental to normal use of the Tool or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, make available, translate, merge, adapt, vary or modify the Tool or any part of the Tool;
- (c) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Tool nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Tool with another program; and
- (d) use reasonable endeavours to ensure that the Tool is not made available to any third party.

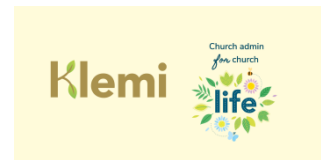
## 3. Fees

3.1 You will pay the fees to Klemi, as set out in Schedule 1, in consideration for the use of the Tool. Depending upon your subscription, the fees may include a settling in fee and a fee for use of the App.

3.2 Fees are payable monthly in advance via electronic payment as authorised by us (for example BACS or PayPal).

3.3 All sums payable under this agreement are exclusive of VAT.

3.4 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.



3.5 If you think a charge is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

#### **4. Terms of use**

4.1 You need access to Google Drive in order to utilise the Tool, via your individual or organisational Google account. Klemi does not provide this access on your behalf.

4.2 You may change your subscription (for example by adding or removing a feature) by providing not less than 30 days' written notice to Klemi. Please note that changes to subscriptions may include additional Fees. We will inform you in advance if any additional Fees apply.

4.3 If you have access to the App through your subscription, please note that additional terms may apply (for example, the terms of the app store from which you downloaded the app).

4.4 You must not:

4.4.1 use the Tool (including the App) in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any operating system;

4.4.2 infringe our intellectual property rights or those of any third party in relation to your use of the Tool(including the App) (to the extent that such use is not allowed by these terms);

4.4.3 transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Tool (including the App); and

4.4.4 use the Tool (including the App) in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

#### **5. Obligations on Klemi**

5.1 We will make the Tool (and the App, if included in your subscription) available to you.

5.2 We will provide implementation and support services for the Tool in accordance with your subscription level (as detailed in Schedule 2). Any requests for support should be sent to: [hello@klemi.co](mailto:hello@klemi.co).

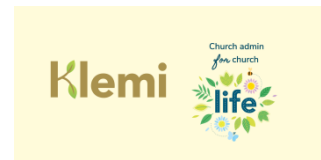
5.3 We will use reasonable efforts to ensure the Tool (and the App, as appropriate) is:

(a) uninterrupted;

(b) error free; and

(c) compliant with all major web browsers.

5.4 To the extent legally possible, all other conditions, warranties or other terms (whether implied by statute, common law or otherwise) are excluded. This includes the implied



conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable care and skill.

## **6. Intellectual Property Rights**

6.1 You acknowledge that all intellectual property rights in the Tool, the App and any associated documentation belong and shall belong to Klemi or the relevant third-party owners (as the case may be) (the “**Klemi IP**”). You understand that you will have no rights in or to the Klemi IP other than the right to use it in accordance with the terms of this agreement.

6.2 You will retain ownership of any in content uploaded onto the Tool (whether via the App or website). We will have no rights in such content other than the right to use it in order to provide the Tool (and any associated support) to you.

## **7. Confidential Information**

7.1 You agree to keep any confidential information concerning the business, affairs, customers, licensees or suppliers of Klemi confidential, except as permitted by clause 7.3.

7.2 We agree to keep any confidential information concerning you, your church, the church's affairs, members and suppliers confidential, except as permitted by clause 7.3.

7.3 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 7; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.4 No Party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## **8. Data Protection**

8.1 You and we each agree to comply with the provisions set out in Schedule 3.

## **9. Limits on Liability**

9.1 Nothing in this agreement shall limit or exclude liability for:

(a) death or personal injury caused by the negligence of either Party, its officers, employees, contractors or agents;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which may not be excluded or limited by law.

9.2 Subject to clause 9.1, neither Party shall have any liability for any losses or damages which may be suffered by the other Party, whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (a) loss of profits;
- (b) loss of anticipated savings;
- (c) loss of business opportunity;
- (d) loss of goodwill;
- (e) loss or corruption of data.

9.3 Subject to clauses 9.1 and 9.2, the total liability of Klemi, whether in contract, tort (including negligence) or otherwise and whether in connection with this agreement or any collateral contract, shall in no circumstances exceed a sum equal to the Fees paid or payable in the previous twelve months preceding the event which gave rise the liability.

**10. Duration and Termination**

10.1 Either you or we can terminate this agreement by providing not less than one month's notice in writing to the other party.

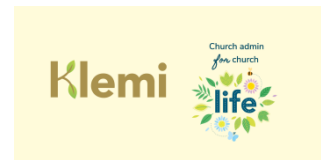
10.2 Either you or we can terminate this agreement immediately by giving written notice to the other Party if the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so.

10.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

10.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

10.5 On termination or expiry for any reason:

- (a) all rights granted to the you under this agreement shall cease;
- (b) you will cease use of the Tool (and the App, if appropriate);
- (c) you will permanently delete all copies of the Tool from your systems, and destroy any hard copy material provided by Klemi or printed by you in relation to the Tool;
- (d) if access to the App is part of your subscription, you will delete the App from your devices;



- (e) Klemi will be under no obligation to refund any Fees paid up to the date of termination; and
- (f) Klemi will either (at your request) provide you with a digital copy of the content you uploaded to the Tool or delete/destroy any copy Klemi holds of such content. As the Tool uses your instance of Google services (and other third party content services) Klemi will not (and cannot) delete the content from those third party services..

## 11. Notices

11.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to an email address notified by the other Party.

11.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting;
- (c) if sent by international delivery, 10 calendar days after posting; and
- (d) if sent by email, upon sending (save for where a bounce back message has been received signalling that the email was not delivered).

## 12. General

12.1 **We may make changes to these terms and our products.** We make change the Tool, the App or how we provide the associated services (and the associated terms and conditions). If the changes are significant and may have an impact on you, we will notify you before the changes take effect. You can then elect to terminate the agreement, should you wish to do so.

12.2 **If you wish to make a change.** If you wish to change your subscription or any of these terms, please notify us. We will let you know if the change is possible, and any associated change in pricing. No change will be effective unless agreed in writing by us.

12.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the agreement.

12.4 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if

this happens and we will ensure that the transfer will not affect your rights under the agreement.

- 12.5 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 12.6 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.7 **If a court finds part of this agreement illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.8 **Even if we delay in enforcing this agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 12.9 **Which laws apply to this agreement and where you may bring legal proceedings.** Any dispute or claim arising out of or in connection with an agreement between us 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 and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

### Schedule 1 FEES AND SERVICES

Service	Monthly Fee
Standard Licence <ul style="list-style-type: none"> <li>• Unlimited Access &amp; Storage</li> <li>• Members</li> <li>• Groups</li> <li>• Prayer Diary</li> <li>• Registers / Attendance</li> <li>• Service Planner</li> <li>• Songs &amp; Projection</li> <li>• Rotas &amp; Reminders</li> <li>• Newsletter Integration</li> <li>• Sermon Library</li> <li>• Payments &amp; Donations</li> <li>• Events</li> <li>• Email support</li> </ul>	£30 + VAT
Settling In <ul style="list-style-type: none"> <li>• Initial Training</li> <li>• Setup Guidance</li> <li>• Phone Support</li> <li>• Coaching &amp; Consultancy</li> </ul>	£30 + VAT
Mobile App <ul style="list-style-type: none"> <li>• Use of the Tool via the App</li> </ul>	£10 + VAT



**Schedule 2 DATA PROTECTION**

**1. Definitions**

1.1 The following definitions apply in this Schedule:

- “Data Privacy Laws”** as applicable, the General Data Protection Regulation 2016/679 (“**GDPR**”); the Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003; and all other related and applicable data protection and privacy laws (in each case as amended or replaced from time to time);
- “Protected Data”** any personal data processed by Klemi on your behalf as further described in paragraph 6;

The terms “**controller**”, “**data subject**”, “**process**”, “**processor**” and “**personal data**” shall have the meanings set out in the GDPR.

**1. Rules**

- 1.1 We act as a processor on your behalf of the Protected Data. You are the controller of the Protected Data. The Protected Data does not include personal data which is collected about you, and members of your church, during the course of administering our agreement with you (for example, your payment details for the fees). It also does not include personal data we collect about your (and your users’) interaction with the Tool (for example, how frequently a particular function is used). It does include any personal data you upload and record in your use of the Tool.
- 1.2 We will only process the Protected Data on your instructions. These instructions may be general (for example, as set out in this agreement) or specified in writing. The only exception is if we are required to do process the Protected Data by a UK or European law, in which case we will let you know (provided that law allows us to do so).
- 1.3 We will let you know if we think any of your instructions may result in you or us breaching Data Privacy Laws.
- 1.4 We will treat all Protected Data as confidential and will not disclose it to anyone without your prior consent.
- 1.5 We will process the Protected Data only to the extent necessary to perform our obligations under the agreement.
- 1.6 We will take steps to ensure that any Protected Data is processed in a secure way by taking appropriate technical and organisational measures to protect the Protected Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure in compliance with obligations set out in the Data Privacy Laws. Please see [insert link] for further information.

- 1.7 We will provide you with all reasonable assistance (bearing in mind the nature of the processing) if you choose (or are instructed to) complete a data protection impact assessment;
- 1.8 We will, on reasonable prior notice, allow you to audit our compliance with the terms of this Schedule.
- 1.9 We will not transfer the Protected Data outside the EEA without your prior written consent. Where you consent to such a transfer, either you or we will put in place measures to ensure the Protected Data remains adequately protected under the Data Privacy Laws, including any additional protections you may reasonably require. This may include asking you to sign the model contract clauses which are approved by the European Commission.
- 1.10 Save for as set out in paragraph 6, we will not subcontract any of our processing to any third party without your prior consent. We will ensure that any such third party complies with terms substantially similar to those set out in this Schedule. We will remain responsible for any third party.

**2. Complaints and requests**

- 2.1 We will notify you without undue delay if we receive a request from an individual with respect to the Protected Data (for example, the rights set out in Articles 15-22 GDPR) or a complaint or request relating to your church's compliance with Data Privacy Laws.
- 2.2 We will provide you with full co-operation and assistance in relation to any such request or complaint, and within any timescales reasonably required by you.
- 2.3 We will not communicate directly with any individuals without your prior consent.

**3. Notifications of Security Breaches**

- 3.1 We will notify you immediately if we suspect there is a data security breach, whether that breach results from a deliberate or accidental causes. We will let you know full details of the suspected breach (including the Protected Data involved and the individuals to whom that Protected Data relates) and any steps we have taken to remedy it.
- 3.2 We will provide you with full cooperation with any investigation or subsequent notification of the ICO and, if necessary, the affected individuals.

**4. Duration of processing**

- 4.1 We will process the Protected Data as required under the agreement and in accordance with this Schedule until:
  - 4.1.1 the agreement comes to an end; or
  - 4.1.2 you request that we stop processing the Protected Data.

**5. Specific Processing Details**

- 5.1 The specific processing details under this Schedule (and the agreement) are as follows:

<b>The subject-matter of this processing is:</b>	The provision of software (whether via the website or a mobile application) which facilitates church administration
<b>The duration of this processing is:</b>	The term of the agreement
<b>The nature and purpose of this processing is:</b>	The facilitation of church administration.
<b>The categories of data subjects are:</b> <i>(e.g. employees, members, donors etc.)</i>	Members of the church.
<b>The types of personal data are:</b> <i>(e.g. name, telephone, email, data of birth, etc.)</i>	Names, contact details, payment information, church attendance and involvement.
<b>Special categories of personal data</b> <i>(e.g. for example ethnic origin, political opinion, religious belief, membership of a trade union, physical or mental condition, sexual life, criminal record, biometric data, genetic data)</i>	
<b>Processing activities:</b> <i>(e.g. maintaining a database)</i>	The collection and storage of personal data for the purposes of creating rotas, sending digital mailings, creating a register of attendance, taking payments and donations, organising events.

## 6. **Approved Third Parties**

We use the following third parties to provide the Tool (including the App) and our associated services. By entering into the agreement, you consent to the use of these third parties. We will notify you in advance of any changes to this list.

- Google (as the Tool integrates with Google products)
- PayPal for collecting payments and for paying subscription
- GoCardless for collecting donations
- Prayermate.net for prayer feed syndication
- Zoho Books for accounting and invoices
- MailChimp for newsletters

