

SubPortal.io

Terms and Conditions

Last Updated: December, 2017.

Please read these Terms and Conditions Carefully.

These Terms and Conditions (“**Terms and Conditions**”) outlined below, contains the terms that govern your access, use, rights and obligations in relation to access and use of the services offered through www.SubPortal.io (the “**Website**”) by **SubPortal**, a United Kingdom based company (“**SubPortal**,” “**we**,” “**us**,” or “**our**”).

These Terms and Conditions are the “**Agreement**” between SubPortal, and you or the entity you represent (“**you**”).

You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

By accessing the Website and using the services provided by SubPortal, you agree to be bound by the terms and conditions of this Agreement.

1. About SubPortal

a) SubPortal provides a platform (“**Platform**”) where individuals or entities registered with SubPortal (“**Members**”), can easily manage their clients using the Platform’s features which include the ability to send email reminders, renew subscriptions, manage clients, provide a payment gateway etc. (the “**Services**”).

b) The Website allows Members to import and manage clients from different sources.

2. Accessing and using SubPortal

a) Anyone can access SubPortal. However, to start using the Services, you will need to register as a Member by signing up and creating an account. For that purpose, you must be at least 18 years of age. To create an account, please go to the [Sign-Up](#) page.

b) You are not eligible to access and use the Services if we have temporarily suspended or previously terminated your access to the Website and we have not expressly authorised you in writing to resume using the Services.

3. Account registration

a) You can sign up and create your account on the [Sign-Up page](#). During the registration process, you will be asked to confirm your acceptance of this Agreement.

b) You must make sure that all the information you provide when you register with SubPortal is true, accurate and current and complete. If you change any of your registration details (e.g. email address, postal address), you must update your account.

c) Your account is for your personal use only. To help us maintain the security of SubPortal, you must keep your login details confidential. Please do not share your login details with any other person or leave your device unattended whilst logged into SubPortal as you will be held responsible for all activities that occur under your password or account (with or without your knowledge) as a result of doing so.

d) If you become aware of any misuse or unauthorised use of your login details, then you must inform us immediately by sending an email to us.

e) In the event that you have, or we have reason to believe that you have breached, or will breach this Agreement, we may terminate or suspend your registration and/or access to SubPortal and/or to any content made available on SubPortal.

4. Online Account

a) Once you register for an account, we will send you a welcome email containing a link to activate your account. You must click on the link contained in the welcome email for your account to be activated.

- b) After activation, you can login to your online account by using the username and password used during the registration progress.
- c) Your online account will contain personal information about yourself, and a list of tools and resource you can use to import and manage your clients, or otherwise use the Services.
- d) However, before you can use the Services, you will need to purchase a subscription.

5. Subscription Purchase

5.1 Prerequisites

In order to purchase a subscription for the Services (“Subscription”), you must register for an account with us through the Website. If you already have an account on the Website, you can log into your account using your username and password.

5.2 Subscription Fees

- a) Fees for the Subscription will be indicated on the Website, for both monthly and yearly durations.
- b) We may revise the Subscription Fees from time to time, without notice, but this will not affect any purchased and currently active Subscription. The changes shall however apply when you renew your Subscription.
- c) All Subscription fees are exclusive of any applicable sales tax or value added tax which, for the avoidance of doubt, you shall be liable to pay.

5.3 Subscription Period

- a) The Subscription period shall commence from the date which SubPortal receives full payment for the applicable Subscription fees and shall continue for the set period specified in the order.
- b) Upon expiry of such period, you shall be required to renew or purchase a new Subscription in order to continue accessing the Services.

6. Purchasing Process

- a) You can only purchase the Subscription exclusively through the Website. Please note that you must have or register for an account with us in the order to purchase and access the Subscription.
- b) When you place an order for purchase of the Subscription via the Website, you are offering to purchase the Subscription for the duration specified (either monthly or yearly), pursuant to the terms and conditions of this Agreement.
- c) We reserve the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with section 6(d) below. Following receipt by us of your order for purchase the Subscription, we will send you an email confirming such receipt.
- d) A legally binding agreement between us and you shall come into existence when we have:
 - (i) Accepted your offer to purchase the Subscription from us, by sending you an email confirming the purchase; and
 - (ii) Received payment of the relevant, indicated Subscription Fees (for the specified duration) from you (in accordance with the provisions of Section 6 below).

7. Billing and Payment Terms

7.1 Billing Terms

- a) All Subscription Fees are payable in British Pounds, and are charged for the Subscription duration, and thereafter for any renewals or new Subscriptions.
- b) The Subscription Fees must be paid before you can access the Services. Thereafter you continued access to the Services shall be subject to your payment of any Subscription renewal fees and observance of the terms of this Agreement.

7.2 Payment Terms

- a) The Subscription Fees shall be debited from your credit / debit or online account immediately after you place an order for a Subscription for the first time or when renewing a Subscription.

b) Any fees charged by your debit or credit card provider in connection with your purchase of a Subscription are for your own account and SubPortal shall not be responsible for these. You shall be responsible for all costs you incur in connection with your access and use of the Services.

c) All transactions on the Website are processed using secure third party online payment gateways that encrypts your card details in a secure host environment. You shall be responsible for payment of any currency conversion and transaction charges.

8. Cancellations

a) You may cancel your Subscription purchase within a period of seven (7) days from the date you purchased the Subscription, by contacting us.

b) Once we receive your cancellation request:

(i) The Subscription Fees paid shall be refunded to you within seven (7) days, through your original method of payment (You are responsible for any charges to be incurred as a result of such refund.); and

(ii) You will be blocked from using the Services but may still have access to your Online Account

c) After expiry of the seven (7) days period, you may still cancel your Subscription but unfortunately, we will not be able to refund any paid Subscription Fees.

9. Termination; Termination Consequences

9.1 Termination by Members

a) You may terminate your account or Subscription or both by contacting us with your termination request.

b) Subject to Section 8 above, no refund of any Subscription fees already paid will be provided on termination. Such termination of your Subscription shall be effective from the date on which we either suspend your access to the Services or remove your account (if requested).

c) If you provide notice to terminate your Subscription, you shall continue to have a user account and on our Website (unless you notify us of your wish to be removed from the Website in accordance with Section this Section), and this Agreement shall continue to apply to your user account.

9.2 Termination by SubPortal

We may terminate your user account, Subscription and this Agreement without notice and without any liability to make any refund or other payment to you in the following circumstances:

(i) You have breached these the terms of this Agreement in any way;

(ii) You are in our opinion transmitting or otherwise connected with any 'spam' or any other form of unsolicited bulk email or communication;

(iii) Your user account or Subscription may in our reasonable opinion adversely affect our goodwill or reputation; or

(iv) You or us cease to carry on business, are declared bankrupt or enter into an insolvency or administration procedure.

9.3 Consequences of termination

a) Upon termination of this Agreement, your right to use the Services shall immediately cease. We have no obligation to maintain any of your posted content or any content within your account.

b) Termination of this Agreement shall not affect any rights or liabilities that have accrued to us prior to such termination.

10. General Rules

You may not:

(i) Distribute or post spam, in particular by sending unsolicited marketing messages to other Members, or distribute or post chain letters, unsolicited loans or pyramid schemes;

(ii) Distribute viruses or any other technologies that may harm SubPortal or the interests of users of the Website or Members or otherwise interfere with or disrupt our servers;

(iii) Post or transmit any advertisements for or solicitations of business;

- (iv) After receiving a warning, continue to disrupt the normal flow of dialogue, or post or transmit comments that are not related to the topic being discussed;
- (v) Except as permitted under this Agreement, copy, modify, or distribute our content or trade marks from SubPortal or Members' copyright material and trademarks or any content or trademarks owned by a third party unless you have their explicit permission;
- (vi) Harvest or otherwise collect or use information about Members without their explicit consent;
- (vii) Impersonate another Member or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (viii) Allow any other person or entity to use your account for any reasons;
- (ix) Continue to use SubPortal if your access to SubPortal has been suspended or your account terminated; or
- (x) Engage in any other conduct that restricts or inhibits any other persons from using or enjoying SubPortal, or which, in our judgment, exposes us to any liability or detriment of any type.

11. Additional Provisions

11.1 SubPortal Content

- a) All of the content on the Website is owned by (and all copyright, trade mark and other intellectual property rights in that content shall at all times remain vest in) us or our licensors and is protected by copyright law and other intellectual property rights.
- b) SubPortal content includes any information or other material found on or via the Website, including without limitation text, databases, graphics, videos, Subscription and all other features found on the Website.

11.2 Third Party Links

- a) You acknowledge that SubPortal may include links to third-party websites. We do not review these third-party websites nor have any control over them, and we are not responsible for the Websites or their content or availability.
- b) We do not therefore endorse, or make any representations about them, or any content found there, or any results that may be obtained from using them. If you decide to access any of these third-party Websites, you do so entirely at your own risk.
- c) If you use any linked websites, any personal information you give to them will be dealt with in line with their privacy policy, not ours, so please ensure that you read their terms and conditions and privacy policy before you use their Websites and provide any personal information.

11.3 Promises, liability and disclaimer

- a) We promise that we will operate SubPortal and provided the Services with reasonable skill and care.
- b) Otherwise, the content and Services available on the Website are provided on an 'as is' and 'as available' basis. To the fullest extent permissible under applicable, we disclaim any and all promises, warranties, conditions, or representations relating to SubPortal and its content, whether express, implied, oral or written. In particular:
 - i) We do not make any promises as to the truth, accuracy, integrity, quality or completeness of the content or information that appears on the Website, and you should not rely on it being accurate, truthful or complete.
 - ii) We cannot guarantee and shall not be liable to you in relation to the performance or reliability of the Website and/or the Services.
- c) By using SubPortal you acknowledge and accept the inherent risks, characteristics and limitations of the internet, particularly in terms of technical performance of the Website, response times to view, verify or transfer information; and the risks inherent in all third-party links, connections and transfers via the internet. Accordingly:
 - i) We do not make any promises about the availability or accessibility of the Website or promise that your access to the Website or the Services will be uninterrupted, timely or error-free;
 - ii) We are not responsible for any data or information uploaded by any Members including any content posted, uploaded or published on SubPortal. It is your responsibility to make backup copies of any of the content you post, upload or publish on SubPortal and we strongly recommend that you do so;

- iii) We make no promises in respect of any harm that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horse, cancelbot, logic bomb or any other form of programming routine designed to damage, destroy or otherwise impair a computer's functionality or operation including transmission arising from your download of any content, Subscription you use to download the content, SubPortal or the server(s) that make it available.

11.4 No Liability

We will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for:

- i) Any losses related to any business of yours including but not limited to lost data, profits, revenue, savings, business, opportunity, goodwill, reputation, business interruption or any pure economic loss (in each case, whether such loss is direct or indirect); or
- ii) Any form of indirect, consequential or special loss, and/or
- iii) Any direct loss (for which liability is not expressly excluded in these terms) in excess of the total Subscription fees to which your claim relates to.

11.5 Indemnity

a) You agree only to use the Website and the Services in accordance with this Agreement.

b) You agree that you will compensate us (and our employees, officers, agents and suppliers) in full for any damages, losses, costs and expenses, including reasonable legal fees we incur that arise out of any breach by you of this Agreement or any liability we incur as a result of the use of the Website or the Services by you and any other person that uses your account with your permission or as a result of your negligence.

12. General complaints and requests for further information

a) We want to give you great customer service but sometimes things do go wrong. We can usually resolve most issues quickly, so please email us to tell us how we can help.

b) If you have any general complaints or wish to request further information about the Website or the Services, please contact us and we will do our best to resolve these.

13. Force Majeure

SubPortal shall not be liable to you for any breach of its obligations or termination under this Agreement arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes or government regulations.

14. Governing Law and Dispute Resolution

a) You agree that the laws and regulations of England and Wales govern this Agreement, its subject matter, and any claim or dispute that you may have against us.

b) You further agree that any disputes or claims that you may have against us will be resolved amicably and in good faith between you and SubPortal, prior to resorting to binding arbitration in accordance English Law arbitration rules and procedures.

c) By entering into this Agreement, you agree that you are: (i) waiving claims that you might otherwise have against us based on the laws of other jurisdictions, including your own; (ii) irrevocably consenting to the exclusive jurisdiction of, and venue in, of the courts in the United Kingdom over any disputes or claims you have with us; and (iii) submitting yourself to the personal jurisdiction of such courts for the purpose of resolving any such disputes or claims.

15. Changes

a) We may modify or change any part of this Agreement at any time, without prior notice. When we do, we will revise the updated date at the top of this page.

b) You can review the most current version of this Agreement by clicking on the "Terms and Conditions" hyperlink contained on the Website. You are responsible for checking his Agreement periodically for any changes.

c) If you continue to access the Website and use the Services after we make any changes to this Agreement, you are signifying your acceptance of the new terms.

16. Severability

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision of this Agreement, and such invalid provision shall be deemed to be severed from this Agreement.

17. Entire Agreement

This Agreement, together with other applicable policies available on the Website, constitutes the entire and exclusive understanding and agreement between you and us regarding its subject matter and supersedes any and all previous understandings and agreements, whether written or oral, regarding such subject matter.

18. Contacting Us

If you have any questions about the terms and conditions contained in this Agreement, please feel free to [Contact Us](#).