

NERO – SERVICE SPECIFIC TERMS

Nero is provided to you or the entity that you represent (hereinafter the ‘Client’) by Yorcard Limited (a company incorporated in England and Wales under company number 06135165) and whose registered office is at 11, Broad Street West, Sheffield, South Yorkshire, S1 2BQ (hereinafter ‘Yorcard’), according to the following Terms And Conditions (hereinafter the “Agreement”) in addition to Yorcard General Terms of Service.

1 Definitions

1.1 In this Agreement, the following words shall have the following meanings:

API	means Application Programming Interface, a piece of software which, when incorporated into a software program allows it to use the services provided by another software program;
Application	means the Yorcard Nero software application;
OLAP Cube	means an array of data understood in terms for its 0 or more dimensions. OLAP is an acronym for OnLine Analytical Processing;
User	means the Client’s employees, representatives, consultants, contractors, customers or agents who are authorised to use the Service by the Client and have been supplied user identifications and passwords by Yorcard;

2 Service

- 2.1 The Nero Service shall commence on the Commencement Date as agreed on the Order Form.
- 2.2 Access to the Service shall be provided via the Internet.
- 2.3 The Service means:
 - 2.3.1 the hosting of and access to the Application developed, or licensed, operated, and maintained by Yorcard, accessible via <https://nero.yorcard.co.uk>;
 - 2.3.2 the provision of one or more OLAP Cubes using a business intelligence tool (such as Microsoft Excel) connecting via <https://nero.yorcard.co.uk/OLAP/cube.dll>;
 - 2.3.3 the provision of APIs to allow the Client's software access the Nero database to allow the Client’s customers and Client’s customer service representatives to:
 - (1) examine the balance in the Travel Purse as held in the Back Office,
 - (2) retrieve Data related to that customer.
- 2.4 Users will access the Service using unique passwords and usernames issued by Yorcard. The Client shall be able to change their password using the Nero website.
- 2.5 Yorcard shall be responsible for configuring and maintaining the service based on information supplied by the Client.

- 2.6 Yorcard shall provide documentation on how to use the Service including the Nero Cube Reference Guide which details all available dimensions and measures in the OLAP Cube.
- 2.7 Yorcard allows the Client a monthly allowance of up to 1000GB burstable gigabytes of aggregate data transfer. If the Client exceeds this allowance it will be automatically invoiced £0.35 per additional GB.
- 2.8 Yorcard has procured 1TB (terabyte) of storage for use by the Client. If the Client exceeds this allocated storage limit Yorcard shall pass on any costs to the Client of additional equipment and resources charged by Yorcard's hosting supplier for the additional storage.

3 Obligations on the Client

- 3.1 To access the Service the Client must have or must obtain access to the Internet, either directly or through devices that access Web-based content. The Client must also provide all equipment necessary to make such (and maintain such) connection to the Internet.
- 3.2 The Client acknowledges and agrees that the Client is prohibited from sharing passwords and/or usernames with unauthorised Users. The Client will be responsible for the confidentiality and use of passwords and usernames.
- 3.3 The Client shall be responsible for changing their password upon first use of the Service.
- 3.4 The Client agrees to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by Yorcard. Until notified otherwise by Yorcard, the Client agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Yorcard and to follow logon procedures for services that support such protocols. The Client acknowledges that Yorcard is not responsible for notifying the Client of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks not owned or operated by Yorcard or telecommunications facilities, including, but not limited to, the Internet.
- 3.5 The Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, web services, long distance and local telephone service (collectively, "Equipment"). The Client shall be responsible for ensuring that such Equipment and services are compatible with the Services (and, to the extent applicable, the Software) and complies with all configurations and specifications specified by Yorcard. The Client shall also be responsible for maintaining the security of the Equipment, Client account, ancillary services, passwords (including but not limited to administrative and User passwords) and files, and for all uses of the Client account, Services or the Equipment with or without the Client's knowledge or consent.
- 3.6 The Client shall:
 - 3.6.1 where it requires to hold cardholder information make provision for a Cardholder Management System (CMS);
 - 3.6.2 use Yorcard's API to interface with the Client's software. Where modifications are necessary they shall be made to the Client's software at the Client's own costs.

4 Data Transfer

4.1 Yorcard employs security measures designed for the protection of information and data. However, the Client understands that the technical processing and transmission of the Client's electronic communications is fundamentally necessary to the Client's use of the Service. The Client agrees that Yorcard is not responsible for any electronic communications and/or the Client's data which are lost, altered, intercepted or stored without authorisation during the transmission of any data whatsoever across networks not owned and/or operated by Yorcard.