



● Swift System Terms & Conditions

1. "Swift System" refers to any Swift product, including but not exclusive to Swift Email Manager, Swift Marketing Manager and bespoke Swift products.
2. The "Customer" refers to the firm using the Swift System.
3. Swift Systems are fully owned by IHM Services Limited (IHM). They are hosted in the UK and all communication made from them is subject to UK law. All copyright remains the property of IHM.
4. Swift Systems are subject to an ongoing service charge of £150 (plus VAT) per year. This charge is strictly due on the anniversary of original purchase. IHM reserves the right to suspend any account with outstanding service charges.
5. Each Swift System can be used with only one "Reply to" email address. Once set, this can not be changed by the user. Only one company can be promoted per Swift System. Where an email address change is required, application must be made in writing to IHM, stating reasons for the change. Email address changes can take up to 28 days and are subject to an admin fee of £75 (plus VAT) payable upfront. Please include a cheque made out to IHM Services Limited when applying for the email address change.
6. Swift Systems include a cap on the number of emails that can be sent at once. A "reasonable use" principle applies to the system. Reasonable use is defined by IHM on an ongoing basis subject to bandwidth usage. Where excessive bandwidth is being used IHM reserves the right to suspend an account and impose additional bandwidth charges. These charges will be at cost + 30% on a monthly basis, payable 12 months in advance.
7. Swift Systems can not be used for the promotion of any illegal activities of any sort. This includes sending unsolicited mail, spamming, phishing or any activities deemed inappropriate by IHM.
8. Inappropriate use of the Swift System includes but is not exclusive to sending of offensive, unsolicited, illegal, immoral or libellous material, as deemed by IHM.
9. IHM require all emails sent using Swift Systems to adhere to UK opt-in guidelines. The Customer is fully liable for any legal actions arising from failure to adhere to these guidelines. IHM is not liable for misuse of the system.
10. IHM reserves the right to monitor and store data about Swift System usage and all email output.
11. IHM reserves the right to suspend all accounts when maintenance is taking place on the system. IHM will endeavour to give notice of this maintenance where possible.
12. IHM will endeavour to keep Swift Systems in good working order.
13. IHM is not responsible for any loss of work or inconvenience caused by the system being unavailable, either through maintenance, server issues, or any other reason.
14. Any Customer data stored in Swift Systems remains the property of the Customer. IHM will not use this data for any other purpose.
15. Data stored in the Swift System should comply with the Data Protection Act. IHM is not liable for data that is categorised or held in ways that do not comply to the Data Protection Act.
16. IHM reserves the right to suspend and/or delete any Swift System account at any time, without any notice. Where suspension is due to inappropriate client system use no refund will be available. Otherwise a pro-rata refund payment may be made with an admin fee (£250 plus VAT) deducted from the refund.
17. IHM is in no way liable for any content sent using Swift Systems.
18. IHM is in no way liable for any web links or web related content sent using Swift Systems.
19. IHM is in no way liable for any data loss that occurs as a direct or indirect result of using Swift Systems.
20. Data stored in the Swift System will be backed up once every 14 days. Where data has been lost an admin fee of £250 (plus VAT) will apply for restoring the last back up.
21. It is recommended that users of Swift Systems regularly back up their data on a different system to avoid data loss.
22. IHM reserves the right to amend these terms and conditions at any time, without notice.