LEGAL

Terms & Conditions

Last updated September 26, 2026

These Terms are issued by **Microcosmworks LLP**, the company behind Intu360.

Security testing is the Buyer's responsibility
The Buyer must carry out its own penetration testing, code review and security testing before and after go-live.

Liability capped at 15% of upfront fees
Microcosmworks LLP's total liability is limited to 15% of the total upfront fees (platform licence + installation) paid by the Buyer.

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1. Definitions

In these Terms, **"Microcosmworks LLP"**, **"Intu360"**, **"we"** and **"us"** mean Microcosmworks LLP, the company that develops and provides the Intu360 platforms and services. Intu360 is a brand of Microcosmworks LLP. **"Buyer"** and **"you"** mean the organisation purchasing a platform or service.

"Platform" means an Intu360 software product (such as Intu360 HRMS or Intu360 CRM), including its source code as delivered. **"Services"** means installation, the annual maintenance contract (**"AMC"**) and custom development.

"Upfront Fees" means the one-time platform licence fee and the one-time installation fee actually paid by the Buyer for the Platform concerned.

2. Scope & agreement

These Terms form the agreement between Microcosmworks LLP and the Buyer and apply to every purchase of a Platform or Service. Any proposal, order form or statement of work agreed in writing forms part of the agreement. Where it conflicts with these Terms, the signed document takes precedence for that engagement.

Product-specific terms also apply to each Platform: see the Intu360 HRMS Product Terms and Intu360 CRM Product Terms. They add to these Terms and take precedence on matters specific to that Platform.

3. Platform licence & source code

On payment of the licence fee ($2,200 one-time for the standard package), the Buyer receives a copy of the Platform's complete source code and may use, modify and deploy it for its own business purposes. No per-user or per-seat fees apply.

The Buyer may not resell, sublicense or redistribute the Platform, in whole or in part, as a product or service to third parties without Intu360's prior written consent.

Certain components included in the Platform may be provided by third parties and remain subject to their own licence terms, which the Buyer agrees to comply with.

4. Fees & payment

Standard fees, in US dollars and exclusive of applicable taxes, are: platform licence $2,200 (one-time); installation $500 (one-time); and AMC $1,500 per quarter when billed quarterly, or $5,000 per year when billed yearly.

Custom development is charged at the hourly rate set out in the Buyer's proposal for the first contract year, increasing by 10% each subsequent contract year. Contract years run from the date the agreement is signed.

Payment terms, schedules and due dates are set out in the relevant proposal or invoice. Intu360 may suspend Services while any undisputed amount is overdue.

5. Installation

Intu360 will install and configure the Platform on infrastructure provided and paid for by the Buyer, including database setup, server security hardening, and domain, SSL certificate and email delivery setup. The Buyer must provide timely access to servers, accounts and information needed for installation.

Server security hardening applies Intu360's standard security baseline to the server at installation. It does not replace the Buyer's own penetration testing and security testing, which remain the Buyer's responsibility (see Buyer responsibilities).

Installation is complete when the Platform is running and accessible on the Buyer's infrastructure. Hosting, cloud, domain and third-party service costs are the Buyer's responsibility.

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6. Annual maintenance contract (AMC)

The AMC runs for a minimum term of 2 years (24 months) from installation and covers server monitoring and maintenance, including uptime monitoring, bug fixing, backups, operating system and security updates, and incident response.

Bug fixing means correcting defects in the Platform as delivered by Intu360, so that existing functionality works as intended. Bugs are fixed at no additional charge while the AMC is active.

The AMC does not include new features, changes to functionality, data migration, or fixes to issues caused by modifications made by the Buyer or third parties; these are custom development. Outages of the Buyer's hosting provider or other third-party services are outside Intu360's control.

7. Custom development

Every custom development request must be discussed and its features scoped with the Buyer before work begins. The delivery timeline must be agreed by both parties in writing before any work starts.

Development is billed at the hourly rate applicable to the current contract year, for hours actually worked. Changes to an agreed scope may change the timeline and the hours required.

8. Buyer responsibilities

Security and penetration testing. It is the Buyer's sole responsibility to carry out code review, penetration testing (pen testing), vulnerability assessment and any other security testing of the Platform, its source code and the infrastructure it runs on, both before go-live and after any change. The Buyer is responsible for remediating, or commissioning the remediation of, any issues found.

The Buyer is also responsible for: its hosting infrastructure and its costs; managing user accounts, passwords and access rights; the accuracy and lawfulness of data entered into the Platform; compliance with laws and regulations that apply to its business, including data protection and employment law; and keeping any modifications it makes to the source code secure.

Intu360 does not warrant that the Platform is free of vulnerabilities. Where the Buyer's testing identifies a defect in the Platform as delivered, it is handled as bug fixing under an active AMC. Issues in the Buyer's own modifications or infrastructure are handled as custom development.

9. Warranties

Intu360 will perform the Services with reasonable skill and care. Except as expressly stated in these Terms, the Platform and Services are provided “as is”, and all other warranties, express or implied, including fitness for a particular purpose and uninterrupted or error-free operation, are excluded to the extent permitted by law.

10. Limitation of liability

Intu360’s total aggregate liability arising out of or in connection with the Platform and the Services, whether in contract, tort (including negligence) or otherwise, **is limited to 15% of the total Upfront Fees** (platform licence + installation) paid by the Buyer for the Platform concerned.

Intu360 is not liable for any indirect, incidental, special or consequential loss, or for loss of profits, revenue, data, goodwill or business opportunity, including any loss arising from security incidents, data breaches or vulnerabilities in the Platform or the Buyer’s infrastructure.

Nothing in these Terms limits liability that cannot be limited or excluded by law.

11. Confidentiality & data

Each party will keep the other’s confidential information confidential and use it only for the purposes of the agreement. The Buyer’s business data remains the Buyer’s property. Intu360 will access it only as needed to perform the Services.

12. Term & termination

The AMC continues for its 2-year minimum term and may be renewed by agreement. Either party may terminate the agreement if the other materially breaches these Terms and fails to remedy the breach within 30 days of written notice.

On termination, fees for Services already performed remain payable. The Buyer keeps its licence to the source code delivered, provided the licence fee has been paid in full.

13. General

Intu360 may update these Terms from time to time. The version in effect at the time of an order applies to that order. These Terms are governed by the laws of the jurisdiction set out in the relevant proposal or order form.

Questions about these Terms can be sent to Microcosmworks LLP at hello@microcosmworks.com. See also our Privacy Policy.