openusersystems
USER CENTRED SOFTWARE SOLUTIONS

OPEN USER SYSTEMS PARTNER REFERRAL TERMS

VERSION CONTROL

Item	Detail
Terms version	1.0
Effective from	27/10/2026
Issued by	Open User Systems Ltd

Each referral is governed by the version of these terms that was current when the Partner submitted it. The version accepted is recorded with each referral and confirmed in our approval email. Section 9 explains how versions apply, and the change log at the end lists what changed in each version.

1. ABOUT THESE TERMS

1.1 These terms are between Open User Systems Ltd, a company registered in Scotland (company number SC803008) whose registered office is at 42 Drummond Way, Bertha Park, Perth, PH1 0AQ ("OUS", "we", "us"), and the organisation named as the partner on the Referral Form ("the Partner", "you").

1.2 They cover every referral you make to us, for any of the Products in the Schedules. The general terms apply to all referrals; each Schedule adds the terms for one Product.

1.3 How the contract is made. When you tick the terms box and submit the Referral Form, you offer to enter into a referral for that Client on these terms and the Schedule for the Product you selected. A contract is formed only when we email you to approve that referral (the "Approval"). Each Approval forms a separate contract for that Client and Product (a "Referral Contract").

1.4 The person submitting the Referral Form confirms they are authorised to accept these terms on the Partner's behalf.

1.5 Each Referral Contract is made up of the version of these terms you accepted, including the relevant Schedule, and the Approval. If they conflict, the Approval decides the details of the referral, such as the Client, quantities and start date.

2. DEFINITIONS

Term	Meaning
Approval	Our email approving a referral, as described in clause 1.3.
Business Day	Any day other than a Saturday, Sunday or bank holiday in Scotland.
Client	The organisation you refer to us.
Product	A product or service of ours listed in a Schedule.
Referral Contract	The contract formed for one Client and Product, as described in clause 1.3.
Referral Form	Our online partner referral form at https://openusersystems.com/partner-referral, or any form that replaces it.

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Term	Meaning
Schedule	A schedule to these terms setting out the terms for one Product.
Terms Version	The version number shown at the top of these terms.

Terms used only for one Product are defined in its Schedule.

3. BECOMING A PARTNER AND MAKING REFERRALS

3.1 Your first referral. Before approving your first referral, we will check that your organisation is a genuine Odoo implementer, consultant or reseller. We may decline at our discretion. Once we approve, you are an approved partner for future referrals.

3.2 Each new Client needs its own Referral Form, submitted before any purchase. The form must give the Client's name, a contact name and email, the Product, and any further information the relevant Schedule requires. Where the form has no specific field for an item, give it in the comments.

3.3 We may decline any referral without giving a reason. We will usually decline where the Client:

- is or has been our customer, including for our legacy Outlook add-in;
- has used or is using a trial of the Product that was not set up through you;
- has already been in contact with us about the Product; or
- has already been referred to us by another partner.

3.4 An Approval is valid for 30 days. If the Client's first purchase has not been paid for within 30 days of the Approval, the Approval lapses and you will need to submit a new Referral Form.

3.5 You must have the Client's agreement to share their contact details with us and for us to contact them about the Product, including licensing, support and the arrangements in the relevant Schedule.

4. PRODUCTS AND SCHEDULES

4.1 These terms cover referrals of the products and services listed in the Schedules (each a "Product"). Schedule 1 covers OUS Hub. We may add Schedules for other Products by publishing a new version under section 9.

4.2 Each Schedule sets out the commercial terms for its Product: how the Client buys, any discount or commission, billing, support, and what happens when a Client moves or a Referral Contract ends.

4.3 You choose the Product on the Referral Form. The Schedule for that Product, in the version you accepted, applies to that Referral Contract.

4.4 Where a Schedule conflicts with these general terms, the Schedule applies for that Product.

4.5 We are not registered for VAT and charge no VAT. If we become registered, VAT will be added to our invoices at the rate then applying.

5. YOUR OBLIGATIONS

5.1 You will describe our Products accurately, and you will not make any promise or warranty about them on our behalf.

5.2 You will comply with the law in connection with your referrals, including the Bribery Act 2010.

5.3 Your own organisation's use of any Product is at our standard prices, unless a Schedule says otherwise.

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5.4 While you are an approved partner, you may describe yourself as an OUS Hub partner and use our name and product logos to promote our Products, following any guidelines we give you. You must stop doing so when these terms end or if we ask you to, and you must not suggest any continuing connection with us afterwards.

6. ENDING THESE TERMS

6.1 Either of us may end all Referral Contracts by giving 3 months' notice by email. Each Schedule says what then happens to existing Clients.

6.2 Either of us may end all Referral Contracts immediately by email if the other materially breaches these terms and does not put it right within 14 days of being asked to, or becomes insolvent.

6.3 We may stop approving new referrals at any time, without ending existing Referral Contracts.

6.4 Ending these terms does not affect rights or payments already due. Clauses intended to continue afterwards, including confidentiality and liability, continue.

7. DATA PROTECTION AND CONFIDENTIALITY

7.1 Each of us is an independent controller of the personal data shared under these terms, mainly Client contact details. Each of us will comply with the UK GDPR and the Data Protection Act 2018.

7.2 You confirm you have a lawful basis for sharing Client contact details with us.

7.3 Our privacy notice is at https://openusersystems.com/privacy-policy

7.4 Each of us will keep the other's non-public business information confidential and use it only for the purposes of these terms. This does not apply to information that is public, that the receiving party already knew, or that must be disclosed by law. This clause continues for 2 years after the last Referral Contract ends.

7.5 When the last Referral Contract ends, each of us will, if asked, delete or return the personal data the other shared under these terms. This does not apply where the law requires us to keep it, or where we need it to keep serving a Client, including a Client who has moved to a Direct Subscription.

8. LIABILITY

8.1 Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited by law.

8.2 Neither of us is liable to the other for indirect or consequential loss, or for loss of profit, revenue, business or goodwill.

8.3 Each party's total liability under each Referral Contract is limited to the total amounts paid between us under that Referral Contract in the 12 months before the claim arose. This does not limit your obligation to pay our invoices.

8.4 Our Products are provided with the warranties set out in our terms with the Client and no others. You must not give any warranty about our Products on our behalf, and you are responsible for any commitments you make to the Client yourself, including your own prices, service levels and additional services.

9. VERSIONS AND CHANGES TO THESE TERMS

9.1 These terms carry a Terms Version. The Referral Form records the version you accepted, and the Approval confirms it.

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9.2 Each Referral Contract stays on the version you accepted for as long as it lasts, including renewals, unless we both agree in writing to move it to a later version.

9.3 We may publish a new version at any time. A new version applies only to referrals submitted after it is published. Adding or changing a Schedule is done by publishing a new version.

9.4 Two things apply to all Referral Contracts whatever their version:

- Our published prices may change. Any discount in a Schedule always applies to the published price at the time, and we will give you at least 60 days' notice of a price change before it affects a renewal.
- Changes we must make to comply with the law apply from the date the law requires.

9.5 Each new version lists its changes in the change log below. Previous versions are available from us on request.

10. GENERAL

10.1 Notices under these terms are sent by email: to you at the address given on the Referral Form, and to us at partners@openusersystems.com. An email is treated as received on the next Business Day after it is sent.

10.2 You may not assign or subcontract your rights or obligations without our written consent. We may assign ours to anyone who takes over our business, by telling you.

10.3 Neither of us is liable for delay or failure caused by events beyond our reasonable control.

10.4 Despite the name "Partner", you are an independent business. Nothing in these terms makes you our agent, employee or partner in the legal sense, and you cannot bind us.

10.5 These terms are non-exclusive. We may appoint other partners and sell directly, and you may work with any other product, including competing ones.

10.6 If any part of these terms is found unenforceable, the rest continues to apply.

10.7 No one other than you and us has any right to enforce these terms, under the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise.

10.8 These terms are governed by the law of Scotland, and the Scottish courts have exclusive jurisdiction.

10.9 Each Referral Contract is the whole agreement between us about that referral. Neither of us has relied on any statement, promise or representation that is not set out in these terms or the Approval. This does not limit liability for fraud.

10.10 If either of us does not enforce a right under these terms, or delays doing so, that does not mean we have given it up. A waiver only counts if it is given in writing, and it applies only to the matter it covers.

SCHEDULE 1: OUS HUB

This Schedule applies to referrals where OUS Hub is selected as the Product.
You buy **annual subscriptions** for your Clients at a 15% discount, bill them yourself, and provide their first-line support.

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S1. DEFINITIONS

Term	Meaning
Client Database	The single Odoo database URL named in the Approval.
Client Subscription	An **annual** OUS Hub subscription for one Client Database, for **a minimum of 10 users**, billed to you.
Direct Subscription	An OUS Hub subscription billed by us directly to the Client.
Partner Discount	15% off the Published Price.
Partner Price	The Published Price for the relevant user band on the date of each invoice, less the Partner Discount.
Published Price	Our standard annual prices for OUS Hub, as published on our website from time to time.
Renewal Date	Each anniversary of the start date of a Client Subscription.

S2. REFERRAL INFORMATION

S2.1 The Referral Form must also give the Client Database URL and the number of users. A referral for fewer than 10 users is not eligible under this Schedule; the Client can buy a Direct Subscription from our website instead.

S3. CLIENT SUBSCRIPTIONS AND PAYMENT

S3.1 After the Approval, we set up the Client Subscription in your organisation's name, licensing the Client Database for the number of users in the Approval.

S3.2 Client Subscriptions are annual only and invoiced to you in advance at the Partner Price. Each one renews automatically on its Renewal Date at the Partner Price then applying, unless ended under S5.

S3.3 The Partner Discount applies to the first year and to every renewal for as long as you remain the billing party for that Client.

S3.4 You set your own price to the Client and invoice them yourself. You must pay our invoices whether or not the Client pays you.

S3.5 Invoices are due on the date shown on them. If an invoice is more than 7 days overdue, we may suspend the Client's licence until it is paid. Telling the Client about any suspension is your responsibility.

S3.6 You may add users during the year on request. Additional users are charged at the Partner Price, pro rata to the next Renewal Date. Reductions in users take effect from the next Renewal Date. If a reduction would take a Client Subscription below 10 users, it moves to a Direct Subscription on that Renewal Date under S5.2.

S3.7 Each Client Subscription licenses one Client Database only. You may not use it for any other database or for your own organisation. If the Client's database URL changes, we will move the licence on request.

S3.8 You may not sublicense OUS Hub to anyone other than the Client, or sell it under your own brand.

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S3.9 The Client's use of OUS Hub is also subject to our OUS Hub Subscription Terms, published at https://openusersystems.com/terms-and-conditions. You must make the Client aware of them before the Client Subscription starts.

S3.10 The Partner Discount cannot be combined with any other discount, coupon or promotion, including our beta tester and legacy customer offers.

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S4. SUPPORT

S4.1 Support is split as follows.

You (first line)	Us (second line)
First point of contact for the Client	Product faults and bugs
Installation and setup	Licensing and activation
User questions and training	Issues you have escalated and cannot resolve
Odoo configuration	
Checking and reproducing faults before escalating	

S4.2 Escalate issues to us by email at support@openusersystems.com with the steps needed to reproduce the problem. We aim to respond within 2 Business Days.

S4.3 We may contact the Client directly where we need to in order to resolve an issue or deal with licensing. We will keep you informed when we do.

S4.4 We aim to activate a Client's licence within 2 to 3 Business Days of the invoice being paid. Where we have given at least 2 weeks' notice of planned unavailability, such as holidays, we will use reasonable endeavours instead.

S5. CLIENTS MOVING DIRECT, AND ENDING A CLIENT SUBSCRIPTION

S5.1 A Client may ask to move to a Direct Subscription at any time, by asking either of us. If the Client asks us, we will tell you within 5 Business Days.

S5.2 The move takes effect on the next Renewal Date, unless you and the Client agree an earlier date. We do not refund fees you have already paid for the current year. From the move, the Client pays us the Published Price and the Partner Discount ends for that Client.

S5.3 We may offer the Client a Direct Subscription straight away, without waiting for the Renewal Date, so the Client's licence is not interrupted, if:

- you stop trading or become insolvent;
- an invoice for that Client is more than 30 days overdue; or
- these terms are ended for your breach under clause 6.2.

S5.4 While you are not in breach of these terms, we will not approach your Clients to persuade them to move to a Direct Subscription. This does not stop us accepting a Client's own request.

S5.5 You will not obstruct a Client moving to a Direct Subscription, and you will give us any information reasonably needed for the move, such as the Client's contact details.

S5.6 Either of us may stop a Client Subscription renewing by email at least 30 days before its Renewal Date. If we do so, we will offer the Client a Direct Subscription.

S5.7 If these terms are ended by notice under clause 6.1, each Client Subscription continues to its next Renewal Date after the notice ends, and we will offer each Client a Direct Subscription from that date.

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CHANGE LOG

Version	Date	Changes
1.0	27/10/2026	First issue. General referral terms plus Schedule 1 (OUS Hub). Replaces the draft Referral Agreement (introducer commission model), which was never signed.

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