

# MTDIFY SOFTWARE LICENCE AGREEMENT

*(MTDify Starter – Pro Edition)*

**Last Updated Offline: November 2025**

*(please see our online version for the most up to date – this is for information only)*

<https://mtdify.uk/policies/mtdify-software-licence-agreement/>

This Software Licence Agreement (“Agreement”) is a legal agreement between you (“Licensee”, “you”) and MTDify (“Licensor”, “we”, “us”) for the use of MTDify software products.

By downloading, installing, or using MTDify Local Edition or MTDify Lite Edition (collectively, the “Software”), you agree to be bound by the terms of this Agreement.

If you do not agree, do not install or use the Software.

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## 1. Definitions

### **“Software”**

Refers to any edition of MTDify including MTDify Starter, MTDify Local Edition, MTDify Lite Edition, or MTDify Pro Edition and any scripts, documentation, or files provided with your purchase or free download.

### **“Local Edition”**

Means the Software designed to run privately on the Licensee’s own computer.

### **“Lite Edition”**

Means the Software designed for installation on the Licensee’s own self-hosted server or VPS.

### **“Commercial Licence”**

A separate licence required for hosting the Software for clients, reselling it, or offering it as a paid service.

## 2. Licence Grant

Subject to full payment of applicable fees, the Licensor grants the Licensee a:

- **non-exclusive**
- **non-transferable**
- **non-sublicensable**
- **revocable**

licence to install and use the Software **for your own personal or business use only**.

## 3. Local Edition Restrictions

The Local Edition may only be:

- Installed on your own device
- Used for your own business or personal bookkeeping
- Used by a single end user

The Local Edition may **not** be:

- Hosted online
- Shared with others
- Used by multiple users
- Installed on shared servers
- Used for client bookkeeping

## 4. Lite Edition Restrictions (Self-Hosted)

The Lite Edition may only be:

- Installed on your own private VPS or server
- Used for your own business bookkeeping

The Licensee is solely responsible for:

- Securing their server
- Managing access
- Protecting financial data

The Lite Edition may **not** be:

- Offered as a hosted service
- Installed for multiple clients
- Used as part of a managed bookkeeping platform
- Hosted publicly where others can sign up
- Used to provide MTD/MTD-compliance services

A **Commercial Licence is required** for any multi-client or hosted use.

## 5. Prohibited Uses (Critical, Enforced, Non-Negotiable)

The Licensee may **NOT**:

### 5.1 Provide SaaS or Hosted Services

You may not use the Software to:

- allow others to create accounts
- host multiple users
- run as a SaaS platform
- charge others to access the Software
- offer bookkeeping services powered by MTDify

- create a subscription service using the Software

## 5.2 Redistribute or Publish the Software

You may not:

- publish the code on GitHub or any repository
- distribute the Software to others
- share the Software publicly or privately
- upload it to file-sharing platforms

## 5.3 Resell or White-label

You may not:

- sell the Software or modified versions
- rebrand the Software
- remove copyright or licence notices
- integrate it into your own software product

## 5.4 Reverse Engineering

You may not:

- decompile, disassemble, or reverse engineer the Software
- create derivative works based on MTDify
- use the Software to build competing tools

# 6. Single-User Restriction

Your licence allows:

- **One user,**
- **One business,**
- **One installation per purchase,**

unless additional licences are purchased.

If you want to use MTDify for both personal and client bookkeeping, you must:

- Buy one licence per client **OR**
- Purchase a Commercial Licence

## 7. Commercial Licence (Optional Upgrade)

You must obtain a **Commercial Licence** if you intend to:

- Host the Software for multiple users
- Run any paid service built on the Software
- Use the Software for client bookkeeping
- Bundle the Software with other products
- Build integrations or extensions for re-sale
- Offer managed hosting or installation for third parties

You may not offer any of these without explicit written permission from MTDify.

## 8. Copyright and Intellectual Property

The Software remains the exclusive property of MTDify.

You may not remove:

- Copyright notices
- Branding
- Licensing information

The licence grants **use**, not **ownership**.

## 9. Termination

Your licence automatically terminates if you:

- Violate any clause of this Agreement
- Redistribute the Software
- Host it as a SaaS
- Reverse engineer or publish the code
- Rebrand or sell derivative products
- Use it for client work without a commercial licence

Upon termination, you must:

- Delete all copies of the Software
- Cease use immediately

No refunds are provided for terminated licences.

## 10. Warranty Disclaimer

The Software is provided **“as is”**, without warranties of any kind, including:

- fitness for a particular purpose
- accuracy
- correctness of financial calculations
- uptime or availability
- tax compliance
- error-free performance

You assume full responsibility for all financial and tax submissions.

## 11. Limitation of Liability

To the fullest extent permitted by law:

- MTDify is **not liable** for any financial loss
- MTDify is **not liable** for data loss
- MTDify is **not liable** for tax penalties or HMRC decisions
- MTDify is **not liable** for security breaches on your device or server

Your use of the Software is **at your own risk**.

## 12. Data Responsibility

You are the **data controller**.

We do **not**:

- process your data
- store your data
- access your records
- manage your backups

You are solely responsible for:

- Data accuracy
- Record-keeping compliance
- Device/server security
- Backup procedures

## 13. Governing Law

This Agreement is governed by the laws of England and Wales.

Any disputes will be resolved exclusively in the courts of England and Wales.

## 14. Contact

If you have questions about this licence or wish to request a Commercial Licence:

**Email:** [support@mtdify.uk](mailto:support@mtdify.uk)

FULL UPDATED LICENSE AGREEMENT:

<https://mtdify.uk/policies/mtdify-software-licence-agreement/>

RELEASE NOTES: <https://mtdify.uk/docs/release-notes-local-edition/>