

BUYING YOUR
OFFICE ANYWHERE



OFFICE ANYWHERE

YOUR WORKSPACE
ON THE WEB

Terms and Conditions

Agreement

A. The Parties to this Agreement

'We' or 'Us' mean GTC Field Marketing, a company registered in the UK (2783602), with a trading address of 343 Bath Road, Hounslow West, Middlesex, TW3 3DH.

'You' means the person using the online registration process to which this Agreement applies. You may be acting for yourself or on behalf of a firm, company or entity.

B. This Agreement

This Agreement sets out the terms and conditions on which We Licence You to use the System. By accepting this Agreement You confirm that You agree to its content and have sufficient authority to act on behalf of the person, firm, company or entity named as part of your online registration.

C. Definitions

'Content' means any information held in the System or accessible using the System, whether displayed or not. It can include documents, data, and links to Internet sites, product and service descriptions, price lists, messages, images and sound.

'Customer' means a person, firm, company or entity that is Licensed to use the System or a part of it.

'Effective Date' means the day that the System is available for your use. This will be within 24 Working Hours after clearance of the first amount due and paid to Us.

'Intellectual Property Right' means copyright, trade secret, patent and all other rights of a similar nature.

'Licence' & 'Licensed' mean a non-exclusive and non-assignable right to use the System, or parts of it, in accordance with this Agreement.

'Licensee' means a person, firm, company or entity to which the System, or parts of it, is/are Licensed in accordance with this Agreement.

'Privacy Statement' means our policies and practices regarding personal data, the latest version of which can be viewed by clicking the link Help (Website Support) at the top right hand corner of this site.

'Sales Price' means our sales prices for the System, or parts of it, in the United Kingdom, as advised to You as part of the online signup process.

'GTC Field Marketing Licensor' means a third party with whom We make appropriate arrangements for software, products or services owned by that third party to be made available for licensing by Us or by GTC Field Marketing Licensor to our Customers.

'GTC Field Marketing Marks' means the trade marks, names and service marks claimed by Us, or any colours, logos or other insignia which are contained on or in or affixed to the System or parts of it.

'System' means current and future versions of products and services consisting of software, infrastructure, Content, documentation and managed services that We provide and that may include Third Party Products and Services. The System may be licensed to Customers in whole or in part, as agreed with each Customer.

'Term' means the period during which the System, or parts of it, can be used beginning on the Effective Date and continuing

initially for one year. The Term will renew automatically unless cancelled by You or Us in accordance with this Agreement.

'Third Party Products and Services' means software, products or services owned by GTC Field Marketing Licensors, which are licensed by Us or GTC Field Marketing Licensor for licensing to Customers through appropriate arrangements between Us and GTC Field Marketing Licensors.

'User' means a named person whom the Licensee decides may use the System by means of a login name and password provided by the Licensee.

'Visitor' means any person that the Licensee allows to access the System without a login and password.

'Working Hours' means the time in the UK between 0900hrs and 1800hrs, Monday to Friday, excluding UK public Holidays and Bank Holidays.

D. Online Registration

On registering online, You must provide Us with accurate and complete information and it is your responsibility to inform Us of any changes to that information (including in particular your email address) by emailing info@foneandsurf.com

If on registration (or on amendment of your registration details) You provide Us with an email address that will result in any emails We may send You being sent to You via a computer network operated by or on behalf of Your employer or college (or similar) then You are warranting that You are entitled to receive emails at that address. You also agree that We may refrain from sending You any emails to that address without notifying You, even if You have subscribed to receive them, if We receive a request from Your employer or college to stop sending emails to that address.

When registration is complete and the first payment due to Us has been received, We will:

- Provide the products and services specified on our online confirmation of Your order within the timescales contained in that confirmation
- Notify You by email of your login name and password.

E. Your Licence

On accepting this Agreement, You will have a non-exclusive, non-transferable Licence to use the System or parts of it as agreed with You, throughout the Term and for the number of Users agreed with You. You may not grant sub-licences or any other rights to third parties to use the System or any parts of it, nor can You operate it as a service bureau.

F. Cancellation Policy

You may cancel this Agreement in writing within 14 days of the Effective Date if You are not entirely satisfied. We will refund to You in full the amount You have paid to Us.

G. The System

The System is owned and operated by Us and We will make it, or those parts of it to which your Licence applies, available to You subject to these terms and conditions.

We will make available to You improvements to the System at no additional cost to You.

We will develop and tell You about new products and services, which may be priced separately to those to which You are currently entitled.

H. Acceptable Content and Use Policy

You or your Users may not use the System or Content in any way that: infringes any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; is illegal; has not been requested (un-solicited bulk email or spamming); is libellous, abusive, menacing or offensive; is obscene, vulgar, pornographic or otherwise against public policy; or contains any viruses or any other material that may damage the System and any computers or Internet services connected to it. We have no obligation to monitor or censor any Content that You or your Users transmit through or store in the System, and We are not responsible for any injury or offence that results from it.

Content that You provide: Your Licence may include those parts of the System that provide tools for You to add, update and remove Content. If You are so Licensed, we will not interfere with or change any Content that You provide unless it is in breach of this Agreement. These tools include the capability for You to insert your own HTML code if You wish to do so and have the appropriate technical skills. You are totally responsible for any such code that You develop and insert, including the suitability of such code for different Internet browsers and computing technologies.

Email: The email service We provide is browser based, which means You can access it from any Internet browser, anywhere. We are not responsible for messages sent or received by You or for the content of such messages, or for any email program to which You may choose to download your email. It is good practice to not email large files without first advising the intended recipient. Large files may take a long time for a recipient to download and some Internet Service Providers impose a limit on file sizes they permit through their network. We are not responsible for any constraints applied by

Your Internet Service Provider.

Storage space: The storage space We provide to You is described in the product information that is part of the online registration. You agree that We are not responsible or liable for any insufficient storage capacity or the deletion or failure to store data or information. We reserve the right to limit the file download and/or bandwidth capacity of any or all sites in our sole discretion if We deem such limitation to be in the best interests of the operating performance across the System. You may purchase additional storage space at any time according to our then current price list.

Content that We provide: You will not interfere with or change any Content that We provide. Although We take care to make sure that the Content We provide is correct, We cannot guarantee this. We will not be liable for how You or your Users use this Content.

Personal data: We each agree to apply best practice to protect personal data held in the System. All Content that We provide is subject to our Privacy Statement.

Deciding who has access (your Users): You are responsible for deciding who has access to the System and for the security and proper use of all login names and passwords used by You or your Users, including changing passwords regularly. We do not permit: any other person sharing a login name or password; or access through a single login and password being made available to multiple Users.

Adding and changing your Users: You may add or change Users at any time by using the online administration tools provided to the designated administrator. Should you wish to increase your number of Users above the level You are Licensed, you may do so at the current per-User price shown in our then current price list.

Data about Users: Your Users will have a contractual relationship with You, according to terms and conditions that You specify for them. You will comply with all relevant legislation, regulations, guidelines and best practice when deciding the types of communications You make with your Users, and the extent to which You market your products or services to them.

Wrongful use of a login name or password: You may access the System only with your login name and password. Unauthorised access to the System is a material breach of this Agreement and may be a violation of law. You must inform Us immediately if there is any reason to believe that a login name or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

Our ability to suspend or remove a User: We have the right to suspend or remove a User if We consider that there is or is likely to be a breach of security or if We believe the User is using the System contrary to these terms and conditions. We will try to discuss any incident with You before taking action.

Interfering with the System: You must not try to interfere with the System or how it works. In particular, You must not try to break security, tamper with, hack into, or otherwise disrupt any computer system, server, Website, router, or any other device connected to the System.

If We become aware of any violation of this policy, We have the right to take action to stop the violation. This may include removal of Content, suspension or removal of a User from the System, and the provision of relevant information where required by law or regulation.

I. Continuity of service, security and backup

The System is maintained on our servers that are located in secure premises to which access is permitted only to authorised staff of Us and our business partners.

You are responsible for: acquiring and maintaining all computer hardware, software, communications and other facilities needed for You to access the Internet and the System; the security of your computer systems and communications needed to access the Internet and the System; and login names and passwords.

We are responsible for: secure storage of Content in the System; daily backup of the System; maintenance of Internet security measures, such as firewalls, to prevent unauthorised access to the System; encryption; and secure server services for payment processing.

It is recommended that You keep an independent backup of important data.

Support: We operate a help desk in the UK for assistance with any questions You have about the System. You may contact Us by telephone during Working Hours. The telephone number to us is 020 8570 6646. <!-- Calls are charged at 50p per minute.-->

We cannot guarantee that the System will operate without interruptions. Our objective is that it should be available (i.e. accessible by a web browser) for 99% of Working Hours, excluding occasions when We may have to suspend the System for operational reasons such as repair, maintenance or because of an emergency.

J. System resources

The System is designed to accommodate your expected usage for the parts of the System You are Licensed to use. We will tell You if your actual usage is likely to require any further facilities during this Agreement and the cost involved.

We have the right, at our sole discretion, to remove or disable without warning computer processes that are adversely affecting the performance of our servers. We shall not be liable for any loss or damages caused by the use or misuse, unavailability or removal of such processes.

K. Payment

You will pay to Us all fees and charges, including taxes, when due.

We accept major credit and debit cards, using our secure online server. We also accept payment by direct debit or by cheque (made payable to GTC Field Marketing and drawn on a UK bank).

In the event of a credit/debit card payment being authorised at time of order, but then subsequently being rejected as a 'charge back', or cheques not being honoured, We have the right to suspend or remove your use of the System or any part of it until full payment of amounts due has been received.

All payments shall be made to Us in pounds Sterling (£) unless We have agreed to accept another currency. In the event that the government of your country of residence establishes local currency controls or other restrictions that affect your timely and correct payment of amounts due to Us, You shall immediately notify Us of this situation and follow our directions for payment by alternative means which are legally valid in the country of your residence.

In the event that a relevant government authority requires that a portion of your payment be withheld and paid by You to the government authority for the account of Us, You shall notify Us of this requirement prior to submitting the withheld portion of the payment to the government authority and shall cooperate with legally acceptable actions taken by Us to minimise any withholding tax or payment liability.

L. Complaints

Should You have a complaint about any of our services, please email Us at comments@foneandsurf.com Please explain your complaint with as much detail as possible. We will respond to your complaint within 24 Working Hours and assure You We will do our utmost to help resolve the situation for You.

M. Confidentiality

You and We will take reasonable precautions to protect all information provided to the other. Both You and We must keep to all relevant laws and regulations and keep confidential any information that is marked as 'confidential' until such time as it may become known in the public domain other than by breach of this paragraph.

N. Intellectual Property Rights

We own all rights, title, interest and Intellectual Property Rights (including all copyright) in the System and its trade marks and trade names from time to time, with the exception of: Content that You provide, which remains your property; Content obtained by either of us from third parties, for which ownership is set out in the agreement for the provision of that Content; or Third Party Products and Services, in which the intellectual property rights belong to Simplytrading Licensors.

You will not reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose (save as permitted by these terms and conditions) the System or any part of it, Content that We have provided, or access to the System and You shall not seek to reverse engineer, de-compile, disassemble or otherwise attempt to derive source code from any software in or accessible through the System.

O. Indemnity and limitation

With respect to Third Party Products and Services, We warrant that We have the right to grant the rights and licenses to You established in this Agreement.

We take all reasonable measures to operate the System securely and reliably. Use of the System or any part of it is at your risk. We are not responsible for mistakes in the System and We cannot guarantee that it will operate without interruptions. The System may provide links to websites that We cannot control. We are not responsible for the content of any of these websites.

We do not offer any warranty or representation on the System or any part of it, to the extent that this exclusion is valid under applicable law, nor will We accept any liability for the consequences of any action or decision You take arising from your use of the System or any part of it. We will not be liable to You for any loss You suffer, including loss of data, profit, business or anticipated savings, however it is caused. The most We will pay You if We break this Agreement or are negligent in any way (except for causing death or injury) is limited to £100 for any one incident or series of related incidents and to £300 for all incidents in any period of 12 months.

You will fully indemnify Us against any claims or losses (including reasonable legal fees) We suffer directly or indirectly as a

result of or arising from a claim made by a third party which is the result of You breaking this Agreement.

We exclude all liability of any kind in respect of any material on the Internet which can be accessed using the System and We are not responsible in any way for any goods or services provided by You or by third parties that are advertised, sold or otherwise made available by means of the System.

We are not liable to You for the acts or omissions of other providers of telecommunications or Internet services (including domain name registration authorities) or for faults in or failures of their equipment.

P. Ending the Term

Your right to use the System will renew automatically beyond the last day of the Term unless:

- a) Either of us ends it by giving at least 30 days notice, or
- b) It is ended earlier by the terms of this paragraph.

You may not end the Term except as follows:

- a) Our bankruptcy or insolvency
- b) We commit a material breach of this Agreement, which is not remedied within 30 days of receipt by Us of a written notice from You requiring Us to remedy the same
- c) If You do not accept a change We propose to this Agreement except when such a change is required by law.

The circumstances in which We may end the Term:

- a) Your bankruptcy or insolvency
- b) You commit a serious breach of this Agreement (other than your failure to pay fees or charges), which is not remedied within 30 days of receipt by You of a written notice from Us requiring You to remedy the same
- c) Your failure to pay to Us fees and charges when due.

Should the Term be ended before its due date by Us, the full amount of fees and charges remaining to be paid for the remainder of that period shall be payable immediately.

When this Agreement ends, You will immediately cease all use of the System or any parts of it. All files (including Web pages, content and data about You) will be deleted.

Our rights against You in respect of any breach of any of the provisions of this Agreement shall remain unaffected by the ending of the Term.

Q. General

Assignment: We may transfer all or any of our rights and responsibilities under this Agreement to somebody else provided that our obligations shall continue to be carried out by Us or such other party. You may not transfer your rights or obligations to anyone else without getting our written permission beforehand.

Applicable law and jurisdiction: English Law governs this Agreement. This does not, however, limit our right to seek injunctive relief against You or to file legal actions for payment of outstanding amounts in the courts of the country of your residence.

Changes to this Agreement: We may change the terms and conditions in this Agreement at any time. If a change is not acceptable to You, You may end your use of the System as described in paragraph P.

Entire Agreement: This Agreement sets out the whole agreement between You and Us. It replaces any previous understandings or agreements.

Force Majeure: We will not be liable to You (and vice versa) for any failure or delay in carrying out our obligations in this Agreement caused by circumstances beyond our control. We will cooperate with You in seeking to remove any such failure or delay as soon as is practicable.

Information We need from You: You will provide to Us in a timely manner all assistance, information, data and computer resources that We may reasonably request for the performance of the System or any part of it. We will not be liable for delays caused by any delay or failure to provide these to Us.

License protection: We reserve the right to incorporate in the System license registration and other technical features that prohibit unauthorised access or use. These features will not inhibit authorised use of the System. This license protection may include the use of software license keys, which an authorised User of the System may be required to secure from Us in order to access and use the System. You shall not remove or disable these license protection features without our prior written consent.

Notices: If You need to send Us a notice You should send it: by e-mail to info@foneandsurf.com; by post to the address at the top of this Agreement; or by fax to +44 (0)20 8572 6977. We will send notices to You at the e-mail or contact address You have given as part of your online registration or which You later give Us in writing. We will treat the notice as received 24

hours after the e-mail or fax is sent, or three days after it is posted in the United Kingdom by pre-paid, first-class mail.

Relationship between us: Each of us is acting as an independent contractor and is not an agent, partner, employee or franchisee of the other. Dealings between You and your Users and Visitors are solely between You and them and do not involve Us. During the Term, and for a period of 9 months after it ends, we each agree that we shall not, without the prior written agreement of the other, solicit for employment or for any contract for services any of that other's officers or employees engaged at any time during the Term.

Severability: If any of the provisions of this Agreement is not valid or cannot be enforced, it will not affect any other provisions that can be enforced.

Third Party Rights: Save as expressly provided for in this Agreement, no term of this Agreement shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

Survival: The provisions in paragraphs M, N and O shall survive the ending of this Agreement.