

PINCVISION UK LIMITED

TERMS AND CONDITIONS

Welcome to Pincvision

These terms and conditions set out the terms on which we supply our Services (under a Contract) and govern your access to and use of our Site, your Account and the Services (the **Terms**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1 **These Terms and What They Cover**

- 1.1 Please read these Terms carefully before you browse our Site, register for an Account or place an order for Services.
- 1.2 By registering for an Account with us and clicking to confirm you accept these Terms and/or continuing to use the Services following our notification of any changes to these Terms, you are agreeing to comply with them.
- 1.3 If you do not agree with these Terms do not proceed with registering an Account and/or continue to use the Services, and if you already have an Account, please close or de-activate it.
- 1.4 You should print off a copy of these Terms or save them to your computer for future reference.

2 **Who We Are**

- 2.1 We are Pincvision UK Limited, a company registered in England and Wales under company number 12954597 and whose registered office is located at 56 Leman Street, London, England, E1 8EU (**Pincvision, We, Us, Our**).
- 2.2 To contact us, please do so in writing:
 - 2.2.1 by using the "Contact" submission form which can be found on our Site;
 - 2.2.2 by e-mail to: info@exportdocuments.co.uk; or
 - 2.2.3 by post at: 56 Leman Street, London, England, E1 8EU.

3 **Other Terms That May Apply To You**

- 3.1 These Terms refer to the following additional terms, which will also apply to your use of the Services and our Site:
 - 3.1.1 our Privacy Statement which sets out details of how we collect, use and look after your personal data when you visit and use our Site and/or the Services; and
 - 3.1.2 our Cookies Policy, which sets out information about the cookies on our Site and/or used with the Services.
- 3.2 These additional terms can be found on our Site.

4 **Definitions and Interpretation**

4.1 In these Terms, the following words and expressions shall have the following meanings:

Account	the account created with our Site as part of our on-line registration process to place an order for and access the Services;
Business Days	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Business Hours	the period from 9.00 am to 5.00 pm on any Business Day;
Charges	all and any fees, charges, expenses or costs payable under or in connection with these Terms including for the Services;
Commencement Date	has the meaning set out in Condition 6.5;
Confidential Information	any and all information of whatever nature disclosed directly or indirectly (whether before or after the Commencement Date and whether given in writing, verbally or by any other means) by a Party to the other Party, or a Party's business affairs, customers, clients, suppliers, operations, plans or intentions, products and services including databases, software, internet and website products and services, technical information and data, financial information, business strategies, marketing and promotional information, analyses, documents, data, formulae, processes, designs, know-how, trade secrets, which information is designated in writing to be confidential or proprietary, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary;
Contract	the contract between you and us for the supply of the Services (for each Order you place and which we issue an Order Confirmation in respect of) each of which shall come into existence on its own Commencement Date and shall be subject to these Terms;
Contract Year	a period of 12 months commencing on the Commencement Date or the anniversary therefore (as applicable);
Condition	a condition of these Terms;
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
Default	has the meaning set out in Condition 9.2;
Documentation	includes the export declaration, articles, digital content, and any other documentation and digital products we make available to purchase via our Site from time to time;
Force Majeure Event	any cause preventing us from performing any or all of our obligations under the Contract which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Landlord including, any Default, strikes, lockouts or other industrial disputes (whether involving our workforce or otherwise) act of God, pandemic, war, riot, civil commotion,

malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors;

Intellectual Property Rights any and all copyrights, moral rights, related rights, patents, supplemental protection certificates, petty patents, utility models, trademarks, trade names, service marks, design rights, database rights, website rights, semi-conductor topography rights, domain name rights, rights in undisclosed information or confidential information, rights in get up, goodwill or to sue for passing off, unfair completion rights, and other similar intellectual property rights (whether registered or not) and applications for any such rights as may exist anywhere in the world;

Order an order for Services placed via your Account on our Site;

Order Confirmation has the meaning set out in Condition 6.5;

Party means either you or us, and the term **Parties** shall be construed accordingly;

Services includes:

- a) the creation of the Documentation set out in the Order Confirmation;
- b) the online help desk; and
- c) such other services as we make available via our Site from time to time;

Site <https://www.exportdocuments.co.uk>;

Virus anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices, and Viruses shall be construed accordingly;

4.2 The headings in these Terms are for convenience only and shall not affect the interpretation of these Terms.

4.3 A reference to:

4.3.1 a **person** includes a natural person, company, LLP, corporate, partnership, joint venture, association, trusts, unincorporated bodies and associations and that persons personal representatives, successors and permitted assigns;

4.3.2 the **singular** includes the plural and vice versa, and to the **masculine** shall include the feminine and neuter and vice versa;

4.3.3 a **statute** or **statutory provision** is a reference to it as amended, extended or re-

enacted from time to time;

4.3.4 **writing** or **written** excludes fax but includes email; and

4.3.5 an **English legal term** for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

5 **Your Account**

5.1 Before you place an Order for Services, you must create an Account and these Terms will come into effect at the time you click the “Accept” button when you register for your Account and will continue until your Account is deactivated in accordance with Condition 5.4. Once you have completed the registration process, we will send you an email to confirm activation of your Account.

5.2 You acknowledge and agree that as part of the registration process for creating an Account we may request, and you shall submit any of the following information or documentation:

5.2.1 identification, billing and delivery details; and

5.2.2 a power of attorney duly executed by the business authorising you to place Orders on behalf of the business.

5.3 By signing up to an Account you are warranting that:

5.3.1 you are legally capable of entering into a Contract with us;

5.3.2 you are at least 18 years old;

5.3.3 you are acting through or on behalf of a business that has its registered office in the UK and you have the relevant authorisations from the business to enter into a Contract with us for the provision of the Services.

5.4 You can close your Account by contacting us in writing at info@exportdocuments.co.uk. Please see Condition 16.3 which sets out the effects of closing your Account.

6 **Placing an Order**

6.1 Please follow the onscreen prompts to place your Order. You may only submit an Order using the method set out on the Site. Each Order constitutes a separate offer by you to purchase the Services specified in the Order, subject to these Terms.

6.2 You acknowledge and agree that as part of the online process in placing an Order (depending upon the Documentation you require), we may require certain documentation and information which you shall submit upon our request. You acknowledge that we may not be able to process an Order if you do not provide such information and documentation.

6.3 Our order process allows you to check and amend any errors before submitting your Order to us. Please check the Order carefully before confirming it. You are entirely responsible for ensuring that your Order is complete and accurate.

6.4 After you place your Order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your Order has been accepted. Our acceptance of your Order will take place as described in Condition 6.5.

- 6.5 Our acceptance of your Order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.
- 6.6 Any Documentation provided as part of the provision of the Services shall be made available for you to download from your Account.
- 6.7 If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your Order. If you have already paid for the Services, we will refund you the full amount.
- 6.8 We may choose to not accept all or part of your Order or terminate the Contract (at our discretion) in certain circumstances, including:
- 6.8.1 where you fail to provide any information or documentation in accordance with Condition 6.2;
 - 6.8.2 where the information or documentation you have provided to us is incomplete, incorrect and/or not compliant with the applicable trade rules and regulations in force from time to time;
 - 6.8.3 where we are unable to take payment;
 - 6.8.4 where you have not indicated acceptance of these Terms;
 - 6.8.5 where you are located or have requested that we provide the Services outside of the UK; or
 - 6.8.6 there has been a mistake regarding the pricing or description of the Services,
- and where this happens, we will email you using the details you provided when you placed the Order and refund any sums you have paid in respect of those Services we are unable to provide. We have the right to reject Orders for any reason.

7 **Changes To Your Order and Cancellations**

- 7.1 Due to the bespoke nature of the Services (being that they are based on the specific information and documentation which you submit as part of the Order process) and that the provision of the Services commences immediately once you have placed an Order, you have no right to:
- 7.1.1 make changes to an Order; or
 - 7.1.2 cancel an Order;
- after you have submitted it to us, unless we (in our absolute discretion) agree in writing to such change or cancellation.

8 **Our Services**

- 8.1 You hereby agree and acknowledge that:
- 8.1.1 the Services are provided based on the specific information which you submit as part of our online-order process and we therefore have no responsibility or liability to you whatsoever for any errors or inaccuracies in the Services which are caused by or as a result of any information you submitted or provided to us;

- 8.1.2 we make no representations, warranties or guarantees, whether express or implied, in relation to the accuracy, reliability, completeness or truthfulness of any of the Services, and the Services are for information purposes only are not intended to amount to any advice on which you should rely;
- 8.1.3 the Services are provided on an “AS IS” and “AS AVAILABLE” basis only and therefore we do not warrant that your use of the Services will be uninterrupted or error-free;
- 8.1.4 we are unable to perform the Services outside of the UK;
- 8.1.5 we will use our reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract;
- 8.1.6 any descriptions or illustrations on our Site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force;
- 8.1.7 we are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and therefore the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
- 8.1.8 although we make reasonable efforts to update the information provided on our Site and via the Services, we make no representations, warranties or guarantees, whether express or implied, that the content provided on our Site and as part of the Services is accurate, complete, or up to date;
- 8.1.9 we can make changes to the Site and/or the Services:
 - (a) to reflect changes in relevant laws and regulatory requirements; or
 - (b) to make technical adjustments and improvements, for example to address a security threat;
- 8.1.10 we can suspend the supply of the Services to:
 - (a) deal with technical problems or make minor technical changes; or
 - (b) update Services to reflect changes in relevant laws and regulatory requirements.
- 8.1.11 We shall perform our obligations under this Contract with reasonable care and skill, in accordance with good industry practice.

9 Your Obligations

- 9.1 When accessing your Account, the Site and/or the Services or placing an Order you must:
 - 9.1.1 ensure that any information or documentation that you submit as part of the online Order process is complete and accurate;
 - 9.1.2 ensure the terms of your Order are complete and accurate;
 - 9.1.3 cooperate with us in all matters relating to the Services and act in good faith at all times;

- 9.1.4 provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 9.1.5 access and use your Account and the Services in accordance with these Terms;
 - 9.1.6 keep your password and login credentials for your Account secure and confidential;
 - 9.1.7 use all reasonable endeavours to prevent any unauthorised access to, or use of, your Account, in the event of any such unauthorised access or use, promptly notify us;
 - 9.1.8 not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of your Account and/or the Services in any form or media or by any means;
 - 9.1.9 not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of your Account (this means that you cannot attempt to take-apart or deconstruct any part of your Account and/or the software it comprises of);
 - 9.1.10 not access all or any part of our Site, your Account and/or the Services in order to build a product or service which competes with our Site and/or the Services;
 - 9.1.11 not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make your Account available to any third party;
 - 9.1.12 not access, store, distribute or transmit, upload or allow to be uploaded to your Account and/or our Site any Viruses, or any material that:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence or is discriminatory;
 - (c) is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; and
 - (d) is otherwise illegal or causes damage or injury to any person or property;
- 9.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in Condition 9.1.1 to Condition 9.1.12 (**Default**):
- 9.2.1 without limiting or affecting any of our other rights or remedies, we shall have the right to suspend performance of the Services until you remedy your Default, and to rely on your Default to relieve us from the performance of the Services, in each case to the extent your Default prevents or delays performance of the Services. In certain circumstances your Default may entitle us to terminate the Contract under Condition 16 (Termination);
 - 9.2.2 we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
 - 9.2.3 you shall reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from your Default.

10 **Charges and Payment Terms**

10.1 In consideration of us providing the Services you must pay the Charges in accordance with this Condition 10.

10.2 The Charges are the prices quoted on our Site at the time you submit your Order. We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see Condition 10.7 for what happens if we discover an error in the price of the Services you ordered.

10.3 If we agree to a change in the scope of the Services after we accept your Order (in accordance with Condition 7.1), we will modify the Charges accordingly.

10.4 You may choose one of the payment options that we make available via our Site from time to time to pay for your Order. Available payment options will be indicated on our Site, and may include:

10.4.1 **payment in advance** via:

- (a) credit cards and debit cards belonging to any of the card schemes indicated on our Site;
- (b) Klarna; and
- (c) PayPal;

10.4.2 **payment in arrears** where we shall issue invoices monthly in arrears at the end of each calendar month setting out the Charges payable by you for Orders that you have placed during the previous calendar month; or

10.4.3 **payment via direct debit** where your designated bank account shall be charged automatically each month, and we will send you an invoice at the beginning of each calendar month following payment. For any failed or cancelled payments, we reserve the right to levy a £20.00 administration fee.

10.5 All Charges payable by you:

10.5.1 shall be in pounds sterling (£)(GBP);

10.5.2 are exclusive of VAT or any similar tax, which shall be payable at the rate and in the manner prescribed by law from time to time;

10.5.3 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law);

10.5.4 shall be paid within 14 days of the date of the invoice (where you have chosen to pay for you Order in arrears in accordance with Condition 10.4.2); and

10.5.5 are non-refundable;

and time for payment shall be of the essence of the Contract.

10.6 We reserve the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

10.7 If there has been an error on the Site regarding the pricing of any of our Service and this

affects your Order, we will attempt to contact you using the contact details registered to your Account. We will give you the option to re-confirm the Order at the correct price or to cancel the Order. If we are unable to contact you, we will treat the Order as cancelled and notify you by email.

10.8 If you fail to make any payment due to us under the Contract by its due date, then, without limiting any of our remedies under the Contract you shall pay interest on the overdue sum from the due date until payment of the overdue sum, at the rate of 4% per annum above the Bank of England's base rate from time to time. You must pay to us the interest together with any overdue amount.

11 Intellectual property rights

11.1 We and/or our licensors own all Intellectual Property Rights in the Services and our Site. Except as expressly stated in these Terms, these Terms do not grant you any rights to, or in, any Intellectual Property Rights in respect of the Services and/or our Site.

11.2 Subject to your payment of the relevant Charges, we grant you a non-exclusive, non-transferable and revocable licence to download and use the Documentation solely and exclusively for the purposes of shipping and exporting the relevant goods which the Documentation relates to, provided always that you comply with these Terms and subject to the following:

11.2.1 the licence granted to you is non-exclusive. We may supply the same or similar Documentation to other customers;

11.2.2 you shall not sub-licence, assign or otherwise transfer the rights granted by Condition 11.2;

11.2.3 you do not own the Documentation but you may use it as set out in these Terms;

11.2.4 you shall not conceal, change or remove any markings which show who owns the Documentation, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings, or try to circumvent any digital rights management or technical protection measures put in place to prevent you from using the digital content in a way that you are not allowed to;

11.2.5 you shall notify us immediately if you become aware of:

(a) any actual, threatened or suspected infringement of our Intellectual Property Rights in any of the Services;

(b) any claim by a third party that any of the Services infringe the Intellectual Property Rights of a third party.

11.3 The licence granted under Condition 11.2 shall start immediately as soon as we make the Documentation available to you in accordance with Condition 6.6.

11.4 If you do not comply with any term of this Condition 11, we have the right to end the Contract with you terminate the licence granted to you under Condition 11.2 immediately by sending an email to the address attached to your Account.

11.5 If we end the Contract and terminate the licence granted to you in accordance with Condition 11.4:

11.5.1 you will not be entitled to a refund, and we may seek to recover reasonable compensation from you according to law to cover losses resulting directly from your breach of this Condition 11;

- 11.5.2 you must immediately stop using the Services;
 - 11.5.3 we may remotely block your access to the Documentation; and
 - 11.5.4 we may delete or suspend access to your Account indefinitely, or for such other period as we deem appropriate.
- 11.6 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials, information or documentation that you submit to our Site via your Account (or otherwise provide to us) for the purpose of providing the Services to you.
- 11.7 You warrant that any materials, information or documentation that you submit to our Site via your Account (or otherwise provide to us) to allow us to perform the Services will not infringe the rights of any third party and you agree to indemnify us and keep us indemnified at all times against all of any costs, claims, damages, losses, liabilities or expenses suffered or incurred by us or for which we become liable arising in connection or with respect to:
- 11.7.1 any breach of the warranty contained in this Condition 11.7; and
 - 11.7.2 any actual or suspected claim that the information or materials submitted by you to our Site infringe the Intellectual Property Rights of any third party.

12 **Data and Privacy**

- 12.1 Under Data Protection Legislation, we are required to provide certain information about who we are, how we process personal data, for what purposes and confirm the rights of individuals in relation to their personal data and how to exercise them. This information is provided in our Privacy Statement at www.exportdocuments.co.uk/privacy.
- 12.2 You acknowledge that in order to gain access to your Account and the Services, we require certain personal information (your name and email address) which will have been provided to us either directly by you or a third party on your behalf. We will process such personal data in accordance with our Privacy Statement for the sole purpose of facilitating your access to your Account and the Services.
- 12.3 If you choose or are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any other individual or third party.
- 12.4 Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 12.5 By registering for an Account and/or using the Services, you agree to us collecting and using technical information about your devices and your use of the Services to improve the Services and to provide the Services to you.

13 **Confidentiality**

- 13.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party except as permitted by Condition 13.2.
- 13.2 A party may disclose the other party's Confidential Information:
- 13.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising rights or carrying out obligations under or in connection with the Contract; and

- 13.2.2 as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- 14 **We Are Not Responsible For Websites We Link To**
- 14.1 Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites, any content on such linked websites, or information you may obtain from them.
- 14.2 We have no control over the contents of those sites or resources.
- 15 **Limitation of Liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION.**
- 15.1 The following provisions set out our entire liability in respect of:
- 15.1.1 any breach of our contractual obligations arising under or in connection with the Contract or these Terms;
- 15.1.2 any misrepresentation, mis-statement or tortious act or omission (including negligence but excluding any of the same made fraudulently) arising under or in connection with the Contract; and
- 15.1.3 any other provision of the Contract and/or these Terms;
- (each a **Liability Event**).
- 15.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 15.2.1 death or personal injury caused by negligence;
- 15.2.2 fraud or fraudulent misrepresentation; or
- 15.2.3 to the extent that such liability or exclusion is not permitted by law.
- 15.3 Subject to Condition 15.2, we shall not be liable in respect of any Liability Events for any loss or damage which may be suffered by you (or any person claiming through or under the you) whether the same are suffered directly or indirectly or are immediate or consequential and whether the same arise in contract tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- 15.3.1 loss of profits;
- 15.3.2 loss of turnover;
- 15.3.3 loss of anticipated savings;
- 15.3.4 loss of business opportunity;
- 15.3.5 loss of goodwill;
- 15.3.6 loss or corruption of data;

15.3.7 damage to reputation;

15.3.8 any special, indirect, or consequential loss,

provided that this Condition 15.3 shall not prevent claims for direct financial loss that are not excluded by Condition 15.3.1 to Condition 15.3.8 (inclusive).

15.4 Subject to Condition 15.2, our total liability to you in respect of:

15.4.1 all Liability Events arising under or in connection with a Contract, shall be limited to 100% of the total Charges paid under that Contract; and

15.4.2 all other Liability Events arising under or in connection with these Terms shall be limited to £1000.

15.5 We shall have no liability to you in respect of any Liability Event unless you have served notice of the same upon us within 30 days of the date you became aware or ought to have become aware of the consequences of the Liability Event.

15.6 This Condition 15 shall survive termination or expiry of the Contract and/or the Terms.

16 Termination

16.1 Without limiting any of our other rights, we may suspend access to all or part of the Services, terminate any and all active Contracts and/or suspend (for such time as we may consider appropriate) access to or deactivate your Account (which will have the effect of terminating the Terms) at any time with immediate effect by giving written notice to you if:

16.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 30 days of us notifying you in writing to do so;

16.1.2 you fail to pay any amount due under the Contract on the due date for payment;

16.1.3 you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

16.1.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

16.1.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

16.2 You may terminate an active Contract with immediate effect by giving us written notice:

16.2.1 if we commit a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) we fail to remedy that breach within a period of 30 days after you notify us in writing to do so; or

16.2.2 if we make a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or

assignment for the benefit of) our creditors generally or if we shall be unable to pay our debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrator, administrative receiver or similar officer is appointed in respect of all or any part of our business or assets or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the our winding up or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

16.3 You acknowledge that closing your Account in accordance with Condition 5.4 shall have the effect of terminating (with immediate effect):

16.3.1 the Terms (which govern your access to and use of your Account and the Site); and

16.3.2 all active Contracts in place, thereby releasing us from any further obligation under such Contracts.

17 **Consequences of Termination**

17.1 On expiry or termination of a Contract and/or the deactivation of your Account (which as noted in Condition 16 above, will have the effect of terminating the Terms) by either Party:

17.1.1 you shall immediately pay to us all of your outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which you shall pay immediately on receipt;

17.1.2 all licences and rights granted to you under these Terms shall immediately cease and automatically terminate and you will no longer be able to login to your Account or access the Services you have purchased;

17.1.3 you shall as soon as reasonably practicable, return or destroy as directed in writing by us, any documents in your possession or control which contain any of our Confidential Information; and

17.1.4 no Charges shall be refunded.

17.2 Termination of the Contract and/or the Terms by either Party shall not affect any rights, remedies, obligations and liabilities that either Party has accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract and/or Terms which existed at or before the date of termination and any provision of the Contract and/or Terms that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

18 **Our Rights To Make Changes**

18.1 We may amend or update these Terms from time to time to reflect changes in relevant laws, regulatory requirements, best practice or to deal with additional features which we may introduce to our Site or the Services. We will notify you by email that these Terms have been updated and will aim to give you reasonable notice of any changes. You are responsible for reviewing these Terms and ensuring that you understand the basis upon which we provide the Services, therefore please check them regularly.

18.2 By continuing to access our Site, your Account and/or the Services following our notice of any update to these Terms, you agree to such update and to comply with these Terms as updated or amended. If you do not agree to such update then please do not continue to access our Site, your Account, and/or use the Services and take the steps set out in Condition 5.4 to deactivate your Account.

18.3 We may at our sole discretion update (either automatically or otherwise), modify, suspend or discontinue our Site and/or the Services at any time. We may automatically update our Site and/or the Services to improve or enhance functionality or address security issues.

19 General

19.1 Force Majeure.

19.1.1 We shall not be deemed to be in breach of these Terms, a Contract or otherwise liable to you in any manner whatsoever for any failure or delay in performing our obligations under these Terms or a Contract due to a Force Majeure Event. Notwithstanding the occurrence of a Force Majeure Event, your obligation to pay the Charges shall continue.

19.1.2 If the performance of our obligations under these Terms or a Contract is affected by an Force Majeure Event:

- (a) we shall give written notice to you, specifying the nature and extent of the Force Majeure Event, within 5 Business Days of becoming aware of the Force Majeure Event and will at all times use all reasonable endeavours to mitigate the severity of the Force Majeure Event;
- (b) subject to the provisions of Condition 19.1.3, the date for performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event; and
- (c) we shall not be entitled to payment from you in respect of any extra costs and expenses incurred by virtue of the Force Majeure Event.

19.1.3 If the Force Majeure Event continues for more than 3 months, either Party may give notice in writing to the other Party to terminate the Contract and/or deactivate the Account. The notice to terminate must specify the termination date, which must not be less than 15 Business Days after the date on which the notice is given, and once such notice has been validly given, the Contract will terminate on that termination date.

19.2 Assignment.

19.2.1 We may at any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms and/or a Contract.

19.2.2 You shall not assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms or a Contract without our prior written consent.

19.3 Notices.

19.3.1 Any notice to be given by a Party under or in connection with the Contract shall be in writing in English language and shall be:

- (a) delivered by hand or pre-paid first-class post or other next Business Day delivery service to the following addresses:
 - (i) you: the address registered under your Account or such other address as you notify to us in writing from time to time;
 - (ii) us: 56 Leaman Street, London, England, E1 8EU

- (b) sent by email to the following email addresses:
 - (i) you: the email address registered under your Account or such other email address as you notify to us in writing from time to time;
 - (ii) us: info@exportdocuments.co.uk.

19.3.2 Any such notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) in sent by pre-paid first class UK post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time the transmission, or, if this falls outside of Business Hours in the place of receipt, when Business Hours resume.

19.3.3 This Condition 19.3 does not apply to the service of any proceedings or other documents in any legal action.

19.4 **Entire Agreement.**

19.4.1 These Terms and any Contract entered into pursuant to these terms and the Order Confirmation for the particular Contract contain the entire understanding between the Parties and supersedes all subsisting agreements, arrangements, understandings, negotiations, discussions or correspondence (written or oral, express or implied) relating to the same.

19.4.2 You acknowledge that in entering into a Contract and/or accepting these Terms you have not relied on any warranty, representation or undertaking (whether made innocently or negligently) which is not contained in or specifically incorporated into these Terms or a Contract. You agree and acknowledge that your only remedy in respect of those representations, statements, assurances or warranties set out in a Contract or these Terms will be for breach of contract, in accordance with these Terms, provided always that nothing in this Condition 19.4 shall exclude or limit the liability of a Party to the other Party for any fraudulent misrepresentation or warranty fraudulently given and upon which the other Party can prove it has placed reliance.

19.5 **Further Assurances.** You shall at all times after the date of the Commencement Date, do and execute or procure to be done and executed all other necessary acts, deeds, documents and things within their power to give effect to the Contract and the Terms.

19.6 **Third party rights.** A person who is not a party to these Terms or a Contract shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of these Terms.

19.7 **Waiver.** A failure, delay or neglect by either Party to exercise any right or remedy or enforce any of the provisions of these Terms shall not be construed or deemed to be a waiver or continuing waiver of that Party's rights or remedies, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19.8 **No Partnership.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of the other Party, nor authorise any party to make or enter into any commitments for or on behalf of the other Party.

19.9 **Severance.** If any of the provisions of these Terms shall be declared invalid or unenforceable in whole or in part by any competent court or other authority whose decisions shall have the force of law binding on the Parties, that provision or part-provision shall, to the extent required,

be deemed to be deleted and the validity and enforceability of the other provisions shall not be affected.

20 **Governing Law and Jurisdiction**

20.1 These Terms including any Contracts and any dispute arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

20.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or a Contract or their subject matter or formation (including non-contractual disputes or claims).