

MAS Design Ltd and MAS Networks Ltd Web Hosting **Terms and Conditions**

13/03/2012

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply our services described on our website to you ("Services"). Our primary services are a domain name registration and renewal service ("Domain Registration and Renewal Service") or our website hosting services.

Please read these terms and conditions carefully before ordering any Services from our website. You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions.

Please read through these terms and conditions carefully and print a copy for future reference.

1. Privacy policy and newsletter

1.1 You acknowledge and agree to be bound by the terms of our privacy policy

1.2 By placing an order for the Services, you consent to us sending to you our regular newsletter. This newsletter is our primary method of communicating with you and will inform you of changes to our website, notify you of planned outages and updates, and keep you informed about our services generally.

2. Information about us

2.1 MAS Hosts is a part of MAS Networks Ltd. We are registered in England and Wales company number 7915812. Our registered office is Bolney Place, Cowfold Road, Bolney, Haywards Heath, West Sussex, RH17 5QT.

3. Your Status

3.1 By placing an order through our website, you warrant that:

3.1.1 you are legally capable of entering into binding contracts; and

3.1.2 you are at least 18 years old.

3.2 If you are acting on behalf of a company or other business, you further warrant that you personally have the authority to bind that company or business on whose behalf you are placing an order.

4. The Order Process

4.1 You can only place an order for the Services once you have successfully registered an account with us on our billing platform. Information that you provide while registering an account with us must be complete and accurate. You agree that we may block access to your account and the Services we supply if we reasonably

believe that the information you have supplied is inaccurate. You must keep your user name and password secret at all times and not allow anyone else to use it. You must contact us immediately if you believe your user name and password has become known to someone else.

4.2 Before you submit an order (by clicking the "Submit Order" button) you will be shown your order on screen including details of the Services you have wish to order and the price payable. You will then have an opportunity to identify and correct any input errors in your order for the Services.

4.4 After placing an order for the Services we will give you details of the Services you have ordered. We will send the same details to you in an email, together with an invoice, to the email address you provided when you registered your account with us.

4.5 You can view copies of the invoices we have sent you and details of what you have purchased from our website by logging into your account.

5. How the contract is formed between you and us

5.1 After placing an order, you will receive an e-mail from us accepting your order and, if appropriate, letting you know that the Hosting Service you have purchased has been activated ("Acceptance Confirmation"). Your order constitutes an offer to us to buy our Services and all orders are subject to acceptance by us. The contract between us ("Contract") will only be formed when we send you the Acceptance Confirmation. We may also decline your order for the Services for any reason, in which case we will tell you so.

5.2 The Contract will relate only to those Services we have confirmed in the Acceptance Confirmation. We will not be obliged to supply any other Services which may have been part of your order until such Services have been confirmed in a separate Acceptance Confirmation.

6. Our Status

6.1 We may provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products or services you purchase from companies to whose website we have provided a link on our website will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller.

7. Consumer Rights

7.1 Except as provided in paragraph 7.2, you are not entitled to a refund of any fees paid:

7.1.1 if you terminate these terms without giving proper notice; or

7.1.2 if we terminate these terms because you failed to comply with the AUP.

7.2 You have the right to cancel these terms and for full refund under the Distance Selling Regulations in the following circumstances:

7.2.1 If you are qualified as a consumer to have a right under above regulations to cancel your order within a defined "cooling off" period of seven working days. The nature of our services modifies these rights as follows:

7.2.2 Domain names are viewed as "goods made to the consumer's specification or clearly personalised" since they reflect your choice of name and so cannot be resold if rejected. As a result the right to cancel terminates once the name has been registered.

7.2.3 If a Service such as web hosting commences before the end of the seven days cooling off period, the right to cancel is lost once the service has commenced. If you wish to take advantage of the seven days cancellation period, he has to indicate this at time of ordering and we will not commence the Service until seven days after such order has been received.

8. Price and payment

8.1 The price of any Services will be as quoted on our website from time to time, except in cases of obvious error. These prices exclude VAT.

8.2 The total cost of your order of the Services will be set out clearly in your Shopping Basket before you submit your order for the Services.

8.3 Prices are liable to change at any time. We will notify you of a change in our prices at least thirty (30) days before the price increase comes into force. Any such price increase will not be effective until the Minimum Term (as defined in clause 19.3) expires. If you do not agree to such price changes, please cancel your Services in accordance with clause 19.3.1. If you do not cancel you will be deemed to have accepted the new prices, and they will be charged to your account for payment.

8.4 Our website contains the details of a large number of Services and it is always possible that, despite our best efforts, some of the Services listed on our website may be incorrectly priced. Where a Service's correct price is less than our stated price, we will charge the lower amount when accepting your order. If a Service's correct price is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions before accepting your order, or reject your order and notify you of such rejection.

8.5 We are under no obligation to provide the Services to you at the incorrect (lower) price, even after we have sent you an Acceptance Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

8.6 You must register a payment method for the Services you have ordered before submitting your order. You may pay by credit or debit card or, alternatively, you may pay by bank transfer (BACS) against outstanding invoices on your account. We will take payment from the payment method you have registered against your account immediately upon sending you our Acceptance Confirmation or shortly thereafter. If we subsequently reject your order, we will refund the payment you have made to the credit card, debit card or other account you used to make the payment.

8.7 Please note that when purchasing a Service, you are obliged to pay for that Service for the whole of the Minimum Term (as defined in clause 19.3) that applies to it.

8.8 Time for payment shall be of the essence. No payment shall be deemed to have been received until we have received cleared funds. If your chosen method of payment is not authorised by your credit card provider or bank, you hereby authorise us to seek payment from any other credit card, debit card registered against your account. Further, if your payment is still not authorised we may, at our discretion, suspend or terminate any Services we provide to you from time to time, even if payment in respect of such Services is not outstanding.

8.9 If payment is not received in our bank within seven days from the date it ought to have been received, we may suspend or terminate any services we provide to you.

8.10 Subject to other sub-paragraphs, in any case when payment is not made by due date additional sums will become due by you to us as follows:

8.10.1 if payment has not been made by the 6th day of the month after the payment was due, the additional payment is £20 + VAT

8.10.2 if payment has not been made by the 12th day of the month after the payment was due, the additional payment is £50 + VAT

8.11 If payment has not been made by the 30th day of the month after the payment was due, we may terminate or suspend any services we provide to you without notice.

8.12 If we terminate these terms because of your failure to make a payment when due or because you have failed to give notice of cancellation as required under these terms then there will be due to us:

8.12.1 All of the price for services to the end of the Minimum Term, whenever that is.

8.12.1 The price for one addition month (pro-rata of the annual charge) to compensate us for the failure to give notice;

9. Quality

9.1 We warrant that (subject to the other provisions of these terms and conditions) any Services purchased from us through our website will be provided with reasonable care and skill.

9.2 We will not be liable for a breach of the warranty in clause 9.1 unless:

9.2.1 you give written notice of the breach to us through our support ticket system; and

9.2.2 we are given a reasonable opportunity after receiving the notice of examining our provision of the Services to you.

9.3 We will not be liable for a breach of the warranty in clause 9.1 if:

9.3.1 the problem arises because you failed to follow our oral or written instructions as to the use of the Services (if there are any); or

9.3.2 you alter the Services without our written consent; or

9.3.3 the problem arises because of misuse.

9.4 Subject to clause 9.2 and clause 9.3, if we are in breach of the warranty in clause 9.1 we will, at our expense, use all reasonable commercial efforts to remedy the breach promptly or refund the price of the Services at the pro rata Contract price. This constitutes your sole and exclusive remedy for any breach of the warranty set out in clause 9.1. Notwithstanding the foregoing, we do not warrant that your use of the Services will be uninterrupted or error-free.

9.5 We reserve the right to modify the Services without notice to you provided such modification does not adversely effect your access to, or use of, the Services or detract from the overall performance of the Services. Any change which may have such adverse effect on you or may detract from the overall performance of the Services will be notified to you at least sixty (60) days prior to the change taking effect.

9.6 You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf which is not set out on our website or otherwise confirmed in writing by us. Nothing in this clause will exclude or limit our liability to you for fraudulent misrepresentation.

10. Access to the Hosting Service

10.1 You are responsible for making all arrangements necessary for you to have access to our Hosting Services. You are also responsible for ensuring that all persons who access our Services through your Internet connection are aware of these terms and conditions (and in particular our acceptable use policy) and that they comply with them.

11. Hosting Service service levels

11.1 We will use our reasonable endeavours to make our servers available to you as part of the Hosting Service you purchase for ninety-nine point nine-nine (99.99) per cent of each calendar month. We do not warrant access to our servers will be uninterrupted or error free but we shall use reasonable endeavours to keep downtime to a minimum. We shall make all commercially reasonable efforts to provide you with advanced notification of all scheduled and emergency outages.

11.2 Service credits are not given for any form of downtime or service unavailability.

12. IP Addresses

12.1 You will have no right, title or interest in any internet protocol address ("IP address") allocated to you, and any IP address allocated to you is allocated as part of the Hosting Service you purchased and is not portable or otherwise transferable by you in any manner whatsoever.

12.2 If an IP address is re-numbered or re-allocated by us, we shall use our reasonable endeavours to avoid any disruption to you.

12.3 You agree that you shall have no right, title or interest to any IP address upon expiry or termination of the Services, and that the acquisition by you of a new IP

address following expiry or termination of the Services shall be solely your responsibility.

13. Back-up of your material and our servers

13.1 It is your responsibility to maintain appropriate and up-to-date back-up copies of any data, information or other material you upload (or permit to be uploaded) onto our servers ("Material") as part of your use of the Hosting Services. In the event of loss of or damage to your Material, you will not be given access to the server back-up we maintain pursuant to our archiving procedure.

13.2 We will follow our archiving procedures for the data stored on our servers. In the event of any loss or damage to our servers, your sole and exclusive remedy will be for us to use reasonable commercial efforts to restore the data on our servers (including your Material) from the latest back-up we maintained in accordance with our archiving procedure. We will not be responsible for any loss, destruction, alteration or disclosure of your Material caused by you or any third party.

14. Hosting Service usage limitations

14.1 The Hosting Service package you order includes the per calendar month bandwidth allowance applicable to that hosting package as this is set out on this website at the time of your order. The Hosting Service you have ordered will be automatically suspended if this monthly bandwidth allowance is exceeded. If this happens, you have to upgrade your Hosting Service package to one which includes a higher monthly bandwidth allowance, or wait for the Hosting Service to resume at the start of the following calendar month. You can monitor your monthly bandwidth usage in your control panel

14.2 Unless the Hosting Service package you order includes a dedicated server, you will only be allowed to use a maximum of five (5) per cent of our server's processing capacity when using the Hosting Service package you order. At our absolute discretion, we may allow your usage to exceed this limitation, and we will speak to you about your hosting requirements if your usage has, or may have, a detrimental effect on our other customers.

14.3 The Hosting Service package you order includes the number of mailboxes applicable to that hosting package as this is set out on our website at the time of your order. However, any mailboxes that have not been accessed for one hundred (100) clear days could be automatically deleted from our system.

14.4 When using the Services, you must comply with our terms of website use, our acceptable use policy and our ethical hosting policy and these are incorporated into the Contract by reference. Any conflict between our terms of website use and these terms and conditions, will be resolved in favour of these terms and conditions.

14.5 We shall be entitled to terminate the Contract, or suspend or terminate the provision of any individual Services, if you are in breach of our terms of website use, our acceptable use policy and our ethical hosting policy.

15. Support

15.1 If a problem has arisen with regard to the Services or your registered account, you can access support through our support ticket system or alternatively by sending an email to support@mas-networks.co.uk

15.2 Our support team will help resolve any problems you have with the Services you are receiving. We will not provide programming support to you, but, as part of our Hosting Services, our servers are compatible with many programming languages.

16. Domain Names

The domain names are generally registered for 2 years initially. We offer a free domain name for the first year on two of its accounts. (This means that year two's domain renewal costs will be due on the anniversary of the account opening). You hereby authorise us to take necessary action and to enter into any terms for this purpose on your behalf in connection with the registration, maintenance or renewal of that registration, as the case may be. In case of domain name registration service:

16.1 We make no representation that the domain name that you wish to register or renew is capable of being registered or renewed. You should therefore not assume registration or renewal of the requested domain name(s) until you are notified by us that it has or they have been registered or renewed.

16.2 By registering a UK domain name you enter into a contract of registration with Nominet UK under the terms published at <http://www.nominet.org.uk/go/terms>. You shall have no right to bring any claim against Fishfood Hosting in respect of any refusal to register a domain name.

16.3 The registration or renewal and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority. You shall have no right to bring any claim against us in respect of refusal to register or renew a domain name or cancellation of the domain name by the relevant naming authority. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register or renew the desired name.

16.4 We shall have no liability in respect of your usage of any domain name. If any such dispute arises, we shall be entitled at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

16.5 We give no warranty of any kind relating to domain name registration service, including but not limited to that the domain name is or will continue to be available for the use or that no domain name is or will be registered which conflicts with your domain name or which otherwise affects its use.

16.6 We shall not release any domain to you unless full payment for that domain and any other domain applied by you has been received. You shall not sell any domain for which payment has not been received by us.

16.7 The registration may be renewed provided you pay the appropriate renewal fee on or before the relevant renewal date. It is your responsibility to inform us whether you wish to cancel the renewal of your domain name registration at least thirty days

before the due date of renewal and to provide accurate and up to date contact details. There is no guarantee that a domain name registration or renewal applied for has been entered into the relevant Registrars database until you receive confirmation from the registrar of the registration or renewal.

16.8 We may instruct the concerned name registrar to invoice you directly for any fees due for domain name registration.

17. Intellectual property rights

17.1 You, or your licensor, retain all intellectual property rights in your Material, and you grant to us a worldwide, non-exclusive, royalty free licence to use, store and maintain your Material on our servers and publish your Material on the Internet for the purpose of providing the Hosting Service to you. You warrant that your Material does not infringe the intellectual property rights of any third party and you have the authority to grant the licence in this clause 17.1 to us. We may make such copies as may be necessary to perform our obligations, including making back-up copies of your Material.

17.2 You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services or of any claim or action that your Material infringes, or allegedly infringes, the intellectual property rights of a third party.

17.3 If you download software we own from our website, we grant you a non-exclusive, non-transferable royalty free licence to use that software for the purpose set out on our website in relation to that software. Such licence will automatically terminate when we stop providing the Hosting Services to you.

17.4 Any third party software that you download from our website shall be licensed to you on the standard software licence terms of the owner of the intellectual property rights in that third party software as those licence terms are notified to you at the time you download such software.

17.5 We retain all intellectual property rights in the Hosting Services (other than in your Material) and our software referred to in clause 17.3. Accordingly, you must not decompile, disassemble or reverse engineer the Hosting Services or our software.

18. Our liability

18.1 We do not monitor and will not have any liability for your Material or any other communication you transmit, or allow to be transmitted, by virtue of the Hosting Services.

18.2 Due to the public nature of the Internet, we shall not be liable for the protection of the privacy of electronic mail or any other information transferred through the Internet or via any network provider and no guarantee or representation is given that the Hosting Services will be free from hackers or unauthorised users. You shall be liable for the content of any emails transmitted by virtue of the Hosting Services, for any material you upload to, or allow to be uploaded to, our servers and for ensuring compliance at all times with all relevant legislation (including, but not limited to the Data Protection Act 1998 and all other privacy laws, regulations and guidance notes made or issued thereunder).

18.3 All conditions, terms, representations and warranties that are not expressly set out in these terms and conditions (or the documents referred to in them) are hereby expressly excluded.

18.4 We do not exclude or limit in any way our liability:

18.4.1 for death or personal injury caused by our negligence;

18.4.2 under section 2(3) of the Consumer Protection Act 1987;

18.4.3 for fraud or fraudulent misrepresentation; or

18.4.4 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

18.5 We will not be responsible for the following types of losses (in each case whether direct, indirect or consequential) and whether they are caused by our negligence or otherwise:

18.5.1 loss of income or revenue;

18.5.2 loss of business;

18.5.3 loss of profits or contracts;

18.5.4 loss of anticipated savings;

18.5.5 loss of goodwill;

18.5.6 loss of software or data;

18.5.7 wasted expenditure (such as pay per click advertising costs); or

18.5.8 wasted management or office time.

18.6 Subject to clause 18.4 and clause 18.5, our maximum aggregate liability under or in connection with the performance or contemplated performance of the Contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed one hundred and ten (110) per cent of the price you have paid to us for the Services during the twelve (12) months preceding the event giving rise to the liability in question. Accordingly, you are advised to acquire business interruption insurance, or other appropriate insurance, to protect you and your business in the event of interruption of the Services (in particular the Hosting Service).

18.7 Where you buy any product or service from a third party seller through following a link on our website to such third party's website, the seller's individual liability will be set out in the seller's terms and conditions. You should consult such terms and conditions.

19. Duration of the Services and cancellation

19.1 That part of the Contract relating to our Domain Registration and Renewal Service will commence on the date we send you our Acceptance Confirmation. It will continue until:

19.1.1 we have registered the domain name you have requested (the "Domain Name") and you subsequently ask us not to renew the registration of your Domain Name by logging into your account on our billing platform <https://www.fishfoodbilling.co.uk/> and setting the Domain Name auto-renew option to "disable" and informing us either via the support ticketing system or by email of your intention to let the domain expire at anytime before the renewal date; or

19.1.2 we terminate the supply of our Domain Registration and Renewal Service by notice to you because:

19.1.2.1 the Domain Name is no longer available for registration;

19.1.2.2 clause 16.1.7 applies;

19.1.2.3 you are in breach of clause 16.1.8; or

19.1.2.4 of some other reason preventing the registration of the Domain Name.

19.2 If we terminate the Domain Registration and Renewal Service under clauses 19.1.2.1, 19.1.2.2 or 19.1.2.4, we will refund the price you have paid for the Domain Registration and Renewal Service to the credit card, debit card or other account you used to make the payment.

19.3 That part of the Contract relating to Services other than our Domain Registration and Renewal Service will also commence on the date we send you our Acceptance Confirmation. Unless such Services are terminated as provided in this clause 19.3, the "Minimum term" of these terms is twelve months and it will be automatically renewed for a further period of twelve months each time after the expiry of this term until terminated:

19.3.1 by 28 days notice in writing by either party to the other; or

19.3.2 immediately by us if you fail to pay any sum due within 28 days of the due date; or

19.4 The annual price for Services we supply under Contracts that continue on an annual basis under clause 19.3 shall be charged annually in advance via the creation of an invoice that will be added to your account on our billing platform. The payment of this invoice should be made on or before the same date as on which the Services had originally commenced ("Payment Anniversary") unless or until you cancel the Services in accordance with clause 19.3.1. We will not provide you with a refund for a cancellation that is part-way through a billing period. Where the annual Payment Anniversary does not recur in a particular month (e.g., 31 February, but there is no 31 February), you will be invoiced on the closest preceding date to the Payment Anniversary (e.g., 28 February).

19.5 Without prejudice to any other right to terminate or suspend the Services we may have under these terms and conditions, our website terms of use, our acceptable use policy and our ethical hosting policy, we may terminate the Contract at any time by giving you thirty (28) days advance notice by emailing you at the email address registered against your account. If we cancel the Services, we will refund to you the price you have paid for the Services on a pro-rata basis for the unexpired Minimum Term.

19.6 Notwithstanding anything to the contrary in these terms and conditions, if you are in breach of an obligation of these terms and conditions we may terminate the Contract by seven (7) days notice to you and/or, at our absolute discretion, terminate or suspend without notice any individual Services we provide to you from time to time.

19.7 Expiry or termination of the Contract shall be without prejudice to any rights and liability of either of us arising in any way under that Contract as at the date of expiry or termination.

20. Deletion of your data

20.1 If you cancel your Services, any data we hold or host in relation to the Services you have cancelled will be immediately and permanently deleted from our system. Accordingly, you are strongly advised to make appropriate copies of such data before you cancel your Services.

21. Additional terms

21.1 Additional terms and conditions may apply for our offers. If so, you will be advised of them at the relevant point.

22. Written communications

22.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

23. Notices

23.1 All notices given by you to us must be given through our support ticket system or via email to support@mas-networks.co.uk

23.2 We may give notice to you at either the then current e-mail or postal address registered against your account with us.

23.3 Any notice to be served on either of the parties by the other sent by email shall be deemed to have been received by the addressee within 24 hours from the time it was sent to the correct email address as provided by the concerned party at the last time.

24. Third party rights and transfer of rights and obligations

24.1 Neither you nor we intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

24.2 The Contract is binding on you and us and on our respective successors and assigns.

24.3 You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent.

24.4 We may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

25. Events outside our control

25.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control ("Force Majeure Event").

25.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

25.2.1 misuse, alteration or interference by you or any third party of our servers or systems (including virus and hacker attacks);

25.2.2 strikes, lock-outs or other industrial action;

25.2.3 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

25.2.4 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

25.2.5 impossibility of the use of public or private telecommunications networks; and

25.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

25.3 Our performance under the Contract will be deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

26. Confidentiality

26.1 The parties are aware that in the course of the Terms they will each have access to and be entrusted with information in respect of the business and operation of the other and their dealings, transactions and affairs, all of which information is or may be confidential.

26.2 The parties hereby undertake for themselves and every employee or sub-terms or whose services they may use both during and after completion of the Terms that they will not divulge to any person whatever or otherwise make use of (and shall use their best endeavours to prevent the publication or disclosure of) any trade secret or confidential information.

26.3 Both the parties hereby undertake to the other to make all relevant employees, agents and sub-contractors are aware of the confidentiality of information and the provisions of this paragraph and to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents and sub-contractors with these provisions.

26.4 Each of the parties hereby undertakes one to the other that for the period of 12 months following completion of the Terms they will not directly or by an agent or otherwise and whether for themselves or for the benefit of any other person induce or endeavour to induce any officer or employee of the other to leave his employment.

26.5 The provisions of the last previous sub paragraph shall not apply to one of them if the other becomes subject to bankruptcy, receivership or liquidation proceedings.

27. Waiver

27.1 If we fail, at any time during the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

27.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

27.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 23.

28. Severability

28.1 If any of these terms and conditions or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

29. Entire agreement

29.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us both in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

29.2 We each acknowledge that, in entering into the Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

29.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

30. Our right to vary these terms and conditions

30.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

30.2 You will be subject to the policies and terms and conditions in force at the time that you order services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Acceptance Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven (7) working days of receipt by you of the Acceptance Confirmation).

30.3 No variation of these terms and conditions shall be valid unless it is in writing and signed on our behalf.

31. Law and jurisdiction

31.1 Contracts for the purchase of Services through our site will be governed by English law. Any dispute arising from, or related to, such the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales. English is the language offered for the conclusion of the contract between us both.