

## Standard Terms and Conditions of Business

### General & Preliminary.

All agreements entered into whether oral or written shall be deemed to incorporate these Terms & Conditions and shall exclude all and any other Terms & Conditions stipulated by any other party or third party unless specifically agreed in writing & referenced as a change to these Terms & Conditions. This page sets out the terms and conditions under which you may access and make use of the 121prodata site. By registering with the site as a user, you agree to be bound by these Terms and Conditions and our Privacy Policy. We reserve the right to add to and update these Terms and Conditions and your continued use of the site thereafter shall constitute acceptance of such revised and updated terms.

In these Conditions: -

"121prodata" is 121prodata Ltd,

"The Client" is an y individual, sole trader, partnership, limited liability partnership, limited company, public limited company or any other legal entity with whom 121prodata contracts.

"The User" is any individual authorised by the client to make use of the 121prodata suite of services on the client 's behalf.

"The Deliverables" means the goods and or services or any part or portion of them comprised in the agreement and all that is described under the order confirmation.

"The Agreement" means any agreement between 121prodata & The Client.

"A Month" is a period of 28 days to align with the TPS and FPS refresh cycle.

121prodata may assign, sub-contract or sub-let the fulfilment or performance of the Agreement or any part thereof.

The Client shall not assign the benefit or burden of the Agreement without the written consent of 121prodata which will not be unreasonably withheld.

### Registration

In order to use the website(s) or micro sites on the website(s) you are required to register as a user. The client is obliged to ensure that the user provides accurate and complete registration information. It is the client's responsibility to maintain and update that information by making changes to the details as appropriate including (but not limited to) the delivery email address. 121prodata will not be liable for any unauthorised transactions made against The Client account using your user name or password.

At the time of registration you will be obliged to check to box indicating that you have read, understood and accepted these Terms and Conditions. Registration will not be completed unless you indicate your acceptance of these Terms and Conditions.

### Types of agreement

The agreement between 121prodata and the client will be for the provision of deliverables as described in the order confirmation. Where such deliverables are services 121prodata may at their discretion offer single use, multiple use, fixed or minimum period use of such services.

### Payment.

The Client shall provide payment for The Deliverables in the following manner.

In the case of goods, full payment, including all and any taxes and or duties must be received in the form of cleared funds at 121prodata's bank in advance of dispatch.

In the case of services the client must have sufficient system credit allocated before the service may be performed. System credit is allocated on the receipt of full payment, including all and any taxes and or duties in the form of cleared funds at 121prodata's bank.

121prodata reserve the right to suspend password access for clients using fixed or minimum period service agreements and making payment by monthly standing order or BACS who fail to transfer full payment including all and any taxes or duties on the scheduled transfer date(s).

121prodata may at their discretion and following appropriate credit reference checks, apply credit terms of the supply of certain deliverables. Payment terms will be described in quotation documentation. If The Client fails to make payment within the period provided, then the account shall bear interest at the rate of 2% above the bank base rate of NatWest Bank until full payment is received including all and any taxes and or duties in the form of cleared funds at 121prodata's bank.

In the event of any costs being incurred by 121prodata as a result of debt recovery or litigation proceedings to secure payment of any outstanding accounts, The Client will be liable for payment of these costs.

### Termination.

The Client may terminate the agreement at any time by giving notice in writing & upon payment in full for all Deliverables provided up to the point of termination and for all services provisioned to the conclusion of a fixed or minimum period agreement.

121prodata may terminate the agreement by giving seven days notice in writing at any time to The Client. All and any advance payment beyond the service(s) used by the Client to the point of termination by 121prodata will be refunded to the Client within 30 days of termination.

### Suspension of service.

121prodata may at their discretion and from time to time suspend the provision of the website or restrict the Client's access without any prior notice in circumstances such as but not limited to:

A regulatory or statutory change limiting our ability to provide the service

Technical problems, (hardware, software, communications)

Act or default of any supplier agent or subcontractor.

If we consider in our reasonable discretion that you are abusing the services provided via the site.

### Intellectual property

All and any intellectual property rights of any kind what so ever in any design, know-how, software, or technology which are used, developed or created by 121prodata in the course of producing the Deliverables are and shall remain the exclusive property of 121prodata.

### Confidentiality

In consideration of the supply by each party of any Confidential Information, 121prodata and the Client agree that they shall protect the confidentiality of the Confidential Information and shall not disclose or use any Confidential Information received by them except as provided below:

Either party may only disclose Confidential Information,

to those of its directors, officers, advisors, agents, representatives and employees who (i) need to know the Confidential Information for the purpose of carrying out the agreed work in relation to the Business; and (ii) are informed that the information constitutes Confidential Information for the purposes of this Agreement and expressly agree to be bound to the other party by the terms and conditions of this Agreement;

with the written consent of the other party;

which at the time it was provided to that party was in the public domain or which has come into the public domain other than as a result of that party's breach of this undertaking;

which it is required by law (or any regulation having the force of law) or sub-poena or legal process to disclose or is required by that party's regulatory authorities.

At the request of one party, the other party shall promptly return all Confidential Information originally provided by the requesting party together with all copies in existence.

Neither party makes any representation or warranty as to the accuracy or completeness of the Confidential Information.

### Guarantee and limitation of liability

The 121prodata audit trail guarantee protects The Client from the risk of prosecution and will form part of these Terms and Conditions provided that the client has completed, signed and returned the guarantee form and has fully complied with the client obligations as detailed in the audit trail guarantee.

Notwithstanding the above 121prodata shall not be liable to The Client for any loss of profit, loss of business, loss of goodwill, loss of savings or claims by third parties for any direct, indirect or consequential loss what so ever and how so ever caused.

### Variation, Waiver & Representation.

No variation, alteration or waiver of these Conditions shall be of any effect unless made in writing and signed by a director of 121Prodata. Any failure by either party in exercising any right, power, or privilege secured within these Terms and Conditions will not act as a waiver nor will any single or partial exercise preclude any further exercise of any other right, power or privilege.

### Prevalence of Conditions & Severance.

These Conditions shall prevail over any other terms of agreement or purchase in all cases & circumstances what so ever and no term in The Client's terms of agreement or purchase to the contrary or inconsistent effect to these Conditions shall not have any force or affect what so ever. If at any time one or more of the provisions of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable, it shall be severed and deleted and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

### Governing Law

These Terms and Conditions are governed by English Law and The Client agrees to be bound by them and further agrees to submit to the exclusive and enduring jurisdiction of the English courts in connection with any dispute.

Copyright © 121prodata Ltd 2010