

SERVICEPOINT TERMS AND CONDITIONS - PLEASE RETAIN A COPY FOR YOUR RECORDS

Your attention is particularly drawn to the provisions of clause 14, which limits our liability.

DEFINITIONS

Agreement – This agreement between you and us, incorporating these terms and conditions.

Card – A card or other payment method we have issued and which can be used to purchase goods and services, including but not limited to chip and pin cards, Non PIN cards, magnetic stripe cards, voucher cards, card numbers and virtual cards.

Card charge – A yearly/monthly charge (plus VAT) that we charge you for each Card.

Card holder – Any person you authorise to use the Card.

Consequential losses – Losses that are not a direct result of anyone breaking any of the terms of this agreement.

Fee tariff – The tariff of recurring and ad-hoc fees applicable to your account and cards which forms part of this agreement as updated from time to time.

Goods and services – Goods and services you can buy using the card including, batteries, exhausts, replacement replacements, vehicle servicing, repairs, maintenance, advisory services and other services we may include from time to time.

Maintenance Controller – An individual or organisation appointed by us to provide advisory services on behalf of and to customers.

Non PIN cards – A card that has the registration number of a vehicle embossed on it but does not require the card holder to show any form of ID or enter a PIN code but where a card holder's signature is required at the point of sale.

Suppliers – Suppliers who hold agreements with us or any of our associated companies to accept cards to purchase goods and services.

Website – The areas of our website which are protected by a password or any other website we authorise you to access in connection with this agreement or cards.

We, us, our – Allstar Business Solutions Ltd
epyx – Epyx Limited, a sister company of Allstar;
you, your – The account holder set out in this agreement. It includes any person whom we believe is acting with your authority or knowledge.

1. AUTHORISATION

By signing your card or using it you agree to keep to these conditions. It also means that you agree to pay us for any goods and services our suppliers supply to you or to the card holder.

2. USING THE CARD

The card is valid until its expiry date or until you or we cancel it, whichever happens earlier. Only the card holder can use the card. You must ensure that the card can only be used for any vehicle registration embossed on the Card. The card holder must present the card to the supplier before they buy goods and services so that (where relevant) the supplier is aware that they are about to make a sale as an agent for us. The card holder must make sure that the correct vehicle registration number has been recorded for each purchase. The card holder must make sure that they sign to accept the transaction. It is important that you take all reasonable steps to prevent misuse of your cards and to identify any unauthorised or fraudulent activity relating to your cards or your card numbers. These steps should include, checking that your cards are correctly embossed with your company name and the vehicle registration, checking your invoices and any reports that you receive for any unauthorised or unusual activity and promptly investigating any suspect/unusual transactions that we notify you of.

3. CARDS

Each card will show your company name and the expiry date. You must ensure that the card is embossed to show the card holder's registration number of the vehicle it is used for.

Suppliers may refuse to accept the card if it is not being used in line with the conditions that we agree with suppliers.

4. ACCOUNTS

Each week (or other period we have agreed with you in writing) we will send you an invoice, or produce an invoice on the website, showing all purchases made using the cards, less any credits or refunds. You must pay the invoice in full, by direct debit, within 7 days (or other period we have agreed with you in writing) of the date of the invoice (the payment due date). We may charge you a fee for non-standard payment methods or payment periods. If you do not pay any amount by the payment due date we may charge interest at a rate of 5% over the National Westminster Bank Plc base rate.

We work out interest on a day-to-day basis on any amount outstanding on the payment due date (including unpaid interest) and also on any goods and services purchased by you with cards but not yet invoiced to you until you pay the outstanding invoice in full. We may also charge you a late payment fee. Alternatively we may charge you interest and late payment fees in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 (or any amendments to these statutory provisions). We will continue to charge interest until you have paid the amount due, whether or not the agreement has ended or a court judgment has been made. If any amount is still unpaid more than seven days after the payment due date, we may cancel any or all of your cards and end this agreement (clause 12 of this agreement applies to any cards that we cancel). We may also place your cards on temporary stop the day that any payment becomes overdue. We may charge you an administration fee if we do not receive a payment because there is not enough money in your account to cover the direct debit or because you have cancelled the direct debit or if for any other reason that is not our fault we are unable to collect a payment due by direct debit. We may charge you a network service fee for processing all card transactions. We may also charge a fee for sales vouchers you ask us to send you for transactions. We do not have to give you information about transactions dating back more than six months. You must notify us promptly about any issue or dispute that relates to your cards and goods and services purchased with cards or card numbers. We do not have to carry out any investigations that relate to transactions that took place more than three months before you notified us of a dispute. We may charge you a fee if you require us to provide any non-standard account management activities or for any non-standard services. We may charge a fee if you wish to transfer your account to a different type of card issued by us or terminate this agreement and enter into a new agreement with us under which we will issue a different type of cards to you. We may charge this fee for terminating or transferring your existing account or for

opening your new account, but not both.

5. PAYMENTS

We will use your payments and any credits or refunds you are entitled to first to pay off any interest you owe us and second to reduce any amounts you owe. If you make a claim against any supplier or other supplier in relation to goods or services they have supplied to you or the card holder, you cannot take the amount of your claim from any money you owe us or claim it back from us. Also, we will not pay you directly for any amounts you are claiming from any supplier or other supplier.

6. FEES

All fees applicable to your cards and account will be set out in the applicable fee tariff unless otherwise communicated to or agreed with you in writing. All references in this agreement to fees or charges are references to the fees set out in the fee tariff. We may at our absolute discretion determine whether or not to invoice you for any of the fees set out in the fee tariff. We may vary or amend the fee tariff at any time. Our current fee tariff is published on our website at www.allstarcard.co.uk/services/service-point. If we make any changes to the fee tariff, we will post or email the revised fee tariff on our website indicating the date the revised fee tariff was posted. Notification to you (by email or post) of any changes to the fee tariff shall take effect upon the posting of the revised fee tariff on our website. If you wish to discuss any changes to the fee tariff you must contact us within 7 days of the change being notified to you through us posting the changed fee tariff on our website. If you do not contact us within this 7 day period, you will be deemed to have accepted the new fee tariff by continuing to use your cards once the 7 day period has elapsed.

7. CREDIT AND RISK

We may terminate this agreement or suspend your cards in the event that you exceed any credit limit that we have set for your account. We may charge you a fee for exceeding any credit limit that we have notified you of. If we suspend your account for any reason and we subsequently agree to reactivate your account, we may charge you a fee. We may also charge you a fee if you fail to comply with the terms of this agreement or if non-standard payment terms or payment methods are operated for your account.

We, or a third party, may make, or ask our agents to make, regular credit checks on you. This will involve giving information about you to licensed credit reference agencies. Occasionally we may use the information you give us to let you know about the goods and services you can use your card for. We will also tell you about offers and other services that our group of companies provides.

We will undertake periodic risk assessments of you using an industry recognised risk exposure management tool and if, following such credit risk assessment, your credit risk exposure hits a specified risk exposure level (currently an Experian Delphi score of 30 or less), or if for any other reason we reasonably suspect you may pose a credit risk to us we may apply a risk based fee for the purposes of mitigating the risk. You agree we may apply such fee immediately and without prior notice to you, although if we apply a risk based fee in this way we will notify you of our decision to apply the risk based fee, together with any additional details of the fee, as soon as reasonably practicable following the decision. You agree we may apply the fee from the point in time we receive the report indicating your risk exposure has hit the specified risk exposure level or we otherwise decide (acting reasonably) to apply the fee. The rate of the risk based fee applicable will be determined by us but will not exceed the maximum risk based fee set out in the fee tariff. We shall continue to apply the risk based fee for such time as we believe, in our sole and reasonable discretion, you continue to pose an increased level of credit risk, including (but not limited to) your risk exposure returning to below the specified risk exposure level for a continuous period of no less than two calendar months. Our decision around the risk based fee is final and there shall be no back-dating or reimbursement of risk based fees applied by us to you.

8. BREACH

If we find that you have given us false or incomplete information, or that you have broken any of the conditions in this agreement, we will demand that you pay us any money you owe us immediately. By doing this we will lose any of our rights under clause 12 of this agreement. You agree to indemnify us and our maintenance controller, against any and all claims, losses, costs, penalties, expenses and liabilities which we may suffer or incur which in any way, directly or indirectly, arise from or relate to any claim whether in contract, delict or tort (including negligence or breach of statutory duty) in respect of any use of a card.

9. LOST OR STOLEN CARDS AND UNAUTHORISED USE

If your card is lost or stolen, or someone who is not (or is no longer) authorised to use your card has it or the card number is being used fraudulently, you should report this immediately via the website. If you are unable to notify us via the website you must phone us immediately and also tell us in writing by fax, e-mail or post within 48 hours of phoning us. (Please see clause 19 for our contact details). Where you report a card as lost or stolen or report unauthorised use via the website during our normal working hours you will not be responsible for any purchases made using that card from that time and where you report a card as lost or stolen or report unauthorised use outside of our normal working hours you will not be responsible for any purchases made using that card 1 hour after the start of the next working day. Where we receive written details within 48 hours, you will not be responsible for any purchases made using that card from the date you phoned us. If you do not contact us in writing within 48 hours, you will be responsible for all purchases made with that card until we receive written notification. Once you have told us in writing about the loss, theft or unauthorised use of the Card, and as long as you follow this clause in full and have met all of your obligations in this agreement, you will not be responsible for any new purchases made with that card by anyone other than you or a card holder (but you remain liable for purchases up to this point). You should tell us all you know about the circumstances of the loss or theft and take all reasonable steps to help to get the missing card back. This includes contacting the police and getting a crime reference number and giving that to us. You must also make sure that anyone who is no longer authorised to use a card does not keep their Card.

10. OUR WEBSITE

We will give you access to the website and you should use the website to manage your cards and account. Fees may be charged if you ask us to supply information or undertake tasks that are available or could be undertaken via the website (see terms and conditions overlaid) managed by epyx. You must keep to the website conditions, and not allow anyone else to use it. We may at any time withdraw our permission for you to access the website. You must keep any security or access codes we give you confidential, and tell us immediately if you think anyone else knows the codes.

11. NOTICE

You must tell us immediately in writing if your name, address or bank details change. We will assume that any information we send by pre-paid post to the address we currently hold for you will reach you the day after we post it (not including Sundays or bank holidays). You must advise us of the e-mail addresses that we should use to contact you and, if different, for us to send information to you. It is your responsibility to keep this information up to date and to advise us of any changes. We may charge you a fee if you do not provide us with up to date e-mail addresses.

12. CANCELLING CARDS

All cards remain our property. We may, at any time, cancel any Card, refuse to issue a new or replacement Card, or end this agreement by sending you written notice. If we cancel your card or end this agreement, this will take effect immediately and you must return every card to us straight away. If you write to us asking us to cancel a card or where we cancel any Card, we may ask you to cut it in half for security reasons and return it to us. If you return the cancelled Card, you will still be responsible for any purchases made with that Card. If you cancel a card or end this agreement, in line with this or any other clause in this agreement, you are still responsible for any purchases made with the card except for a card you have reported to us as lost or stolen, or a card that we agree to treat as lost or stolen. We may charge you an administration fee for treating the card as lost or stolen. If you use a card after it has been cancelled, we may charge you an administration fee and any costs associated with getting the cancelled card back.

13. CARD CHARGE

Every year, we make a card charge on each card we issue. We may change the card charge at any time. Any new card charge will be notified to you or will be set out on an invoice to you and will be valid from the date that the change was made and be applicable on any card reissues or new requests from that date forward. When we work out the card charge, we assume that all of your cards are used. If any of your cards are not used, or are used less than we thought they would be, we may work out an amended card charge based on the cards that are actually being used and apply that card charge to all of your cards, regardless of whether they are used. In this case, the amended card charge will apply from the start of this agreement. We may also charge you a fee if any cards are not used or used to purchase a lower level of goods and services than we reasonably anticipated.

14. WARRANTY AND LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

You acknowledge that we will sub-contract the provision of the goods and services to our suppliers. You acknowledge that in the event you do not authorise a transaction for the supply of Goods and Services via the website within 60 minutes of it being presented to you, that you authorise the maintenance controller to review and authorise the transaction on your behalf. We warrant that on delivery, the goods and services shall:

- be free from material defects in design, material and workmanship;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 and/or Supply of Goods and Services Act 1982); and
- be fit for any purpose held out by us.

We will to the extent permissible pass on to you the benefit of any warranty given by the supplier and the manufacturer of the goods to you. Subject to the following paragraph if:

- you give to us and our supplier notice in writing within a reasonable time of discovery that some or all of the goods and/or services do not comply with the warranty set out above;
- we or our supplier are given a reasonable opportunity of examining such goods; and
- you (if asked to do so by us) return such goods to the supplier's place of business;

We shall, at our option either repair or replace the defective goods or refund the price of the defective goods in full.

We shall not be liable for the failure of the goods and/or services to comply with the above warranty if:

- you make any further use of such goods after giving a notice in accordance with the paragraph above, unless authorised by us to as reasonably necessary to drive the relevant vehicle to a home or business address or a garage;
- such goods are altered or repaired by or on your behalf without our written consent or that of our supplier;
- the defect arises as a result of fair wear and tear, wilful damage, negligence, abuse or abnormal working conditions.

Except as provided above we shall have no liability to you in respect of the failure of the goods and services to comply with the warranty set out above.

The above terms shall apply to any repaired or replacement goods supplied by us as above. We warrant to you that the services will be provided using reasonable care and skill. If you give to us and our supplier notice in writing within a reasonable time of discovery that the services do not comply with the warranty set out above we shall, at our option, re-perform the services or refund the price of the defective services in full.

Nothing in this agreement shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- defective products under the Consumer Protection Act 1987.

Subject to the paragraph above:

- we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of

profit, or any indirect or consequential loss arising under or in connection with the agreement; and

- our total liability to you in respect of all other losses arising under or in connection with the agreement in respect of any particular goods or services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of such goods and services.

The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the agreement.

This clause 14 shall survive termination of the agreement.

15. AGENCY, TRANSFER, CHANGE OF CONTROL AND SUBSIDIARIES

We may transfer all of our rights and responsibilities under this agreement. This may include the right to collect any debt you owe us. If we transfer our rights and obligations under this agreement to a third party, they will charge you a reasonable administration fee for collecting any outstanding debt. The third party will use the account details (your personal information or information about you) to help them to collect the debt. The third party will keep this information and use it to help other users of its services to make decisions about supplying future services to you. To help us carry out this agreement, we may also appoint an agent who may be any other company in the Allstar group or anyone else who agrees to be our agent. This agent will be entitled to use any of our rights under this agreement. You must not transfer this agreement without our written permission. If your business changes significantly at any time during this agreement, we have the right to end this agreement immediately, and all of our responsibilities in it will end. If we agree, we may issue cards to one of your subsidiary companies, which will then become your representative for the purpose of this agreement. This makes you and the subsidiary company jointly and separately responsible for keeping to the terms of this agreement and jointly and separately liable for any failure to do so.

16. THIS AGREEMENT AND CHANGES TO IT

Changes to the fee tariff and card charge will be made by us in accordance with clauses 6 and 13 respectively. If we change any other terms set out in this agreement we will do so by giving you notice in advance where possible, otherwise we will notify you by email or post, as soon as reasonably practicable after making the change. We will either send any notice to you by including it with your invoice, sending it to you or by notifying you that the new agreement or variation to this agreement has been published on our website. If you wish to discuss any changes to this agreement you must contact us within 7 days of the change being notified to you in accordance with this clause 16. If you do not contact us within this 7 day period, you will be deemed to have accepted the new agreement or variation to this agreement by continuing to use your cards once the 7 day period has elapsed. If we transfer this agreement to another person or organisation, its terms will still apply to you. Although we may vary this agreement at any time, it contains all of the terms and conditions that will apply to how we supply the goods and services to you. This agreement replaces any earlier written or oral agreement. We can delay enforcing, or choose not to enforce, our rights under the agreement without losing them. You must keep all information and data relating to this agreement, cards, transactions made using cards and all commercial terms confidential and not disclose any such information or data to any third party without our consent unless you are legally required to do so.

17. CONTROL OF CARDS

You undertake to take full responsibility for the use and control of cards. It is and at all times remains exclusively your responsibility to ensure that cards (including the card numbers associated with such cards) are only used by card holders authorised by you and subject to any limitations placed by you upon such card holders. After you report a card as lost or stolen, we will advise our network of suppliers of cards which you report to us as lost, stolen or being used in a fraudulent manner, in the usual way. We will notify you as soon as we are aware that any card that you have notified to us as lost or stolen has been used. You will be liable in full for all purchases made with any card until that card has expired or has been returned to us irrespective of whether the card has been reported lost or stolen or whether or not our relationship with you is terminated. You HEREBY INDEMNIFY AND HOLD US HARMLESS AGAINST ANY LIABILITY, LOSS, COST, DAMAGE OR EXPENSE RELATING TO ALL TRANSACTIONS RELATING TO THE CARDS (AND THE ASSOCIATED CARD NUMBERS) ISSUED TO YOU, HOWEVER THEY MAY OCCUR (INCLUDING FRAUDULENT TRANSACTIONS ON CLONED AND SKIMMED CARDS). Without prejudice to any other term of this application form or the Terms and Conditions of Use (and/or your agreement with us), you must notify us within 3 working days of receipt of your invoice of any transactions where you suspect or reasonably ought to have suspected that any card has been compromised and/or used fraudulently, for example, where a card has been skimmed, cloned or otherwise copied whilst the genuine non-standard card is still in use. Although you will remain liable for all transactions until cards have expired or been returned to us, as soon as you notify us that a card is lost, stolen or being used in a fraudulent way we will attempt to prevent further use of the cards (and/or card numbers) and use our reasonable endeavours to limit your financial exposure and risk.

18. This agreement is only governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

19. CONTACT DETAILS

You can contact us in the following ways:

By email: fast_admin@allstarcard.co.uk
By phone: 0870 419 5165
(9am to 5.30pm, Monday to Friday not including bank holidays)
By post: Allstar Business Solutions Ltd, PO Box 1463, Windmill Hill, Swindon SN5 6PS

We may monitor and record phone calls. We do this so we can check what was said and also to help train our staff.

Cards are managed by Allstar Business Solutions Ltd, P.O. Box 1463, Windmill Hill, Swindon, SN5 6PS.

Registered number 2631112 England.

WEBSITE TERMS AND CONDITIONS

These terms and conditions apply to all services on the ServicePoint website found at: www.allstarcad.co.uk/servicepoint

1. INTERPRETATION

1.1 In this contract unless the context otherwise requires:

“Agreement” means the card agreement between you and us incorporating these [terms and] conditions

“Information” means the visual, textual or other information published or otherwise made available (directly or indirectly) on the Internet using the Service;

“Intellectual Property Rights” means all the interests and rights of any nature whatsoever to and in any intellectual property, whether such rights and interests exist at the time of the Agreement or come into existence afterwards, including without limitation: copyright (including copyright in software) database rights, designs, inventions, know-how, confidential information and any application for and registrations of them and the right to apply for any form of protection for any of these things and rights in every part of the world;

“Internet” means the global data network comprising interconnected networks using TCP/IP (“Transmission Control Protocol/Internet Protocol”);

“Service” means the electronic trading platform on website www.allstarcad.co.uk/services/service-point relating to the ServicePoint solution and any other optional services;

“Service Documentation” means all documentation supplied (or to be supplied) by us in connection with the provision of the Service either in electronic or written form; “Site” means the ServicePoint website www.allstarcad.co.uk/services/service-point

“Software” means the program(s) which will be made available by us to you for use by you to gain access to the Service; “Subscriber” means a person or organisation licensed by us or epyx to use the Service under a contract;

“Third Party Systems” means any software program(s) used in or incorporated into the Software or the provision of the Service which is not owned by us;

“Third Party Supplier” means a person or organisation with whom epyx has reached agreement for the provision of Information through the Service;

“Transaction” means any event where you create or transmit an enquiry on the Service to a Subscriber or Third Party Supplier, resulting in the transmission of Information.

“You”, “Your” means the account holder set out in the agreement. It includes any person whom we believe is acting with your authority or knowledge;

“We”, “Us”, “Our” means Allstar Business Solutions Limited and epyx, who provide the service on our behalf.

1.2 Subject to Condition 1.1, words and phrases defined in the Agreement shall have the same meaning where used in these terms and conditions.

1.3 The Agreement, these terms and conditions and the Service account application form displayed and completed online or offline set out the entire agreement between you and us for the provision of the Service.

1.4 Any gender includes all genders and references to the singular shall include reference to the plural and vice versa;

1.5 Reference to either party shall include a reference to that party’s employees, agents and sub-contractors;

2 PROVISION OF THE SERVICE

2.1 These terms and conditions are incorporated into the Agreement and any use by you of the Service shall be deemed to be confirmation of your acceptance of them.

2.2 We agree to provide you with the Service for the duration of the Agreement.

2.3 The Agreement does not include the provision of telecommunication services necessary for connection to the Service. You are responsible for arranging the appropriate telecommunication service.

2.4 You are responsible for providing suitable hardware or communications equipment necessary to enable access to the Service.

3 LICENCE

3.1 Subject to the terms of the Agreement, you may use the Software and Service Documentation on a non-exclusive basis, but only to the extent necessary for you to access the Service and only in the United Kingdom.

3.2 You must not transfer, assign or sub-licence the right to use the Software or Service or attempt to do so.

3.3 The Licence may not be transferred or assigned without the prior written agreement from us;

3.4 The Service must not be used: 3.4.1 fraudulently or in connection with a criminal offence;

3.4.2 to send, receive, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;

3.4.3 to cause annoyance, inconvenience or needless anxiety whether to us, epyx, any Subscriber or any other person by any means including using the Site for persistently sending requests for information without a corresponding level of transaction; or

3.4.4 to send unsolicited advertising or promotional material; or

3.4.5 other than in accordance with the acceptable use policies of any connected networks or Third Party Suppliers; or in a way, whether knowingly or otherwise, which would impair the operation of the Site or Service or put it in jeopardy.

3.4.6 All Intellectual Property Rights in the Software and Service Documentation supplied by us or epyx for use in connection with provision of the Service remain the property of epyx or its licensors.

3.5 Without written consent and without affecting any applicable statutory rights under the Copyright, Designs and Patents Act 1988 (as amended by the Copyright (Computer Program) Regulation 1992) you must not and must not permit any other person to: 3.6.1 disassemble, reverse engineer, decompile or in any other way interfere with the Software;

3.6.2 modify the Software; 3.6.3 copy, reproduce, download or make the Software available online; or 3.6.4 create any new software partly or wholly based on the Software or otherwise commercially exploit the Software for any purpose.

3.6 You must tell us immediately if any third party makes or threatens to make any claim or issue legal proceedings against you relating to use of the Service and you will, upon request, immediately stop the act or acts complained of. If requested by us, you will send us details of the claim(s) in writing.

3.7 You acknowledge that we are providing a communication service and play no part in, and have no responsibility for, the accuracy or timeliness of Information which you may access and retrieve through your use of the Service. As the Information is ultimately provided by a Third Party Supplier, we give no warranty, representation, condition or undertaking whatsoever whether express or implied and whether by statutory or common law or otherwise as to the accuracy or fitness for purpose of the Information.

3.8 As the originator of the Information is a Third Party Supplier, you will at all times comply with the Third Party Supplier’s terms and conditions in relation to the access, provision and use of the Information.

3.9 You acknowledge that we may vary the technical specification of the Service from time to time and offer updates or modifications to the Software.

3.10 You will use the Software and the Service only for the purpose of your own business and will not market or exploit the Software or Service in any way, or sell the Information to any Subscriber or other third party without our prior written consent.

3.11 We warrant that the Software will not infringe any third party rights.

4.2 We will take reasonable steps to ensure that the Software is free of any viruses, but we recommend that you use their own virus protection software.

4.3 We will take reasonable steps to ensure that the Service is continuous and that no interruption in the access to the Site or the Service, relating to an event within our control, is longer than 90 minutes.

4.4 We give no guarantee that the Software and/or the Service will never be faulty but agree to use all reasonable endeavours to correct reported faults as soon as we reasonably can. Faults should be reported by telephone, electronic mail or in writing to the ServicePoint Customer Service Helpdesk.

5.1 You acknowledge that: 5.1.1 we may temporarily suspend the Service; 5.1.1.1 for contravention by the Company of Conditions [3, 6, 8 and 9 and in such instance we will not restore the Service until we receive an adequate assurance from you that there will be no further contravention;

5.1.1.2 for operational reasons, in which instance we will give you as much notice as is reasonably practicable and shall use reasonable endeavours to restore the Service as soon as reasonably practicable;

5.1.1.3 if you are in material breach of any other term of the Agreement.

5.2 Where the provision of the Service is

reliant in whole or in part on a Third Party Supplier, we may suspend the provision of the Service to you or terminate the Service if the relevant contract for the provision of service between us and the Third Party Supplier is terminated for any reason, in which circumstances we will provide you with as much notice of such suspension or termination as we are able to.

6 YOUR OBLIGATIONS

6.1 You warrant that: 6.1.1 Information (whether stored on or sent over the Site) will not contain any material which is (or the accessing of which) would be obscene, offensive, defamatory or a criminal offence or otherwise unlawful;

6.1.2 All necessary licences and consents (including those from any third party licensors) have been obtained and that you will comply with all legislation, instructions or guidelines issued by regulatory authorities, relevant licensors and any other codes of practice which relate to Information or are applicable or relevant to your business.

6.2 You agree to indemnify us and keep us indemnified fully and effectively against all actions, proceedings, claims, demand, damages and costs (including legal costs on a full indemnity basis) incurred as a result of any breach of the warranties set out in this Condition 6.

6.3 You agree to notify us immediately of any changes to the information that is provided when registering for the Service and you warrant that all information supplied at the time of registration of the Service and any changes notified to those details will be true, complete and accurate in all respects.

6.4 You agree that we may distribute any information related to the Service or any associated optional services or associated sales information to you in the form of written or electronic communication, and you further agree to keep your contact details up to date within the Service in order to receive such communications.

6.5 You agree to indemnify us and keep us indemnified fully and effectively against all actions, proceedings, claims, demand, damages and costs (including legal costs on a full indemnity basis) incurred as a result of any breach of the warranties set out in this Condition 6.

6.6 You agree to notify us immediately of any changes to the information that is provided when registering for the Service and you warrant that all information supplied at the time of registration of the Service and any changes notified to those details will be true, complete and accurate in all respects.

6.7 You agree that we may distribute any information related to the Service or any associated optional services or associated sales information to you in the form of written or electronic communication, and you further agree to keep your contact details up to date within the Service in order to receive such communications.

6.8 You agree to indemnify us and keep us indemnified fully and effectively against all actions, proceedings, claims, demand, damages and costs (including legal costs on a full indemnity basis) incurred as a result of any breach of the warranties set out in this Condition 6.

6.9 You agree to notify us immediately of any changes to the information that is provided when registering for the Service and you warrant that all information supplied at the time of registration of the Service and any changes notified to those details will be true, complete and accurate in all respects.

6.10 You agree that we may distribute any information related to the Service or any associated optional services or associated sales information to you in the form of written or electronic communication, and you further agree to keep your contact details up to date within the Service in order to receive such communications.

6.11 You agree to indemnify us and keep us indemnified fully and effectively against all actions, proceedings, claims, demand, damages and costs (including legal costs on a full indemnity basis) incurred as a result of any breach of the warranties set out in this Condition 6.

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unlawful and/or unauthorised processing of Your Personal Data, and against accidental loss or destruction of, or damage to, Your Personal Data and that, having regard to the state of technological developments and the cost of implementing any measures in data protection, we will ensure compliance with our obligations under the Data Protection Act. These measures will be appropriate to the harm that might result from unlawful or unauthorised processing, accidental loss, destruction or damage to Your Personal Data;

8.5.4 We shall promptly inform you if any of Your Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable, and we will use all reasonable endeavours to restore Your Personal Data at our own expense;

8.5.5 We will provide you with such co-operation, assistance and information as you may reasonably request to enable it to comply with your obligations under the Act and to co-operate with the local data protection authority as and when required.

8.6 We shall provide you with full co-operation and assistance in relation to any request made by an individual to have access to that person’s Personal Data.

8.7 You acknowledge that Your Personal Data will be passed to and processed by epyx and we will procure that epyx complies with this Condition 9. Any other non-personal Data (e.g Service Maintenance and Repair Data) may be used by us for reporting, analysis and benchmark purposes.

8.8 Each Party agrees to indemnify and keep indemnified the other fully and effectively against all actions, proceedings, claims demands, damages and costs (including legal costs on a full indemnity basis) which the other may sustain or incur as a result of any breach of the provisions of this Condition 9 in respect of each Party’s respective undertakings as a Controller and Processor of Personal Data.

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9 VARIATION

9.1 We may change these terms and conditions, at any time; 9.1.1 upon giving you [7] days’ notice of such changes before they take effect; or 9.1.2 immediately if required to do so by law.

10 FORCE MAJEURE

10.1 We shall not be liable for any delay or failure to perform our obligations if such delay and failure is due to something beyond our reasonable control.

11 PRIVACY POLICY

11.1 Privacy when visiting the Site is important. We will collect specific data about you when you register for the Service and when you use the Software and transmit Information through the Site. You expressly acknowledge that we and any member of the group of companies of which we are a member may use such Information for publicity purposes or for the purposes of encouraging other Subscribers.

11.2 You agree that we may collate data from the Site in order to provide analysis and reports for the benefit of customers, other Subscribers and third parties.

11.3 This privacy policy only extends to the Site and not any Subscribers’ or third party sites. We are not responsible for the privacy policy of Subscribers or other third parties or how they treat information about their users. We recommend that you check with those organisations to determine their privacy policies.

11.4 We shall provide you with full co-operation and assistance in relation to any request made by an individual to have access to that person’s Personal Data.

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12 SUPPORT
ServicePoint Customer Service Helpdesk:
telephone 0870 419 5165
email fast.admin@allstarcad.co.uk