

## **Terms & Conditions for PaperRound i-movo Voucher Claim Service**

This document contains the Terms & Conditions under which Paperround HND Service Limited ("the Company") authorises you ("the Subscriber") to use PaperRound i-movo Voucher Claim Service ("the Service") from the date of the Subscriber's registration until termination of the Subscriber's registration for any reason.

Please read this document carefully. By clicking the "I Accept" button and using this web based Service you are agreeing to observe the terms and conditions of this Agreement. If you do not accept these terms and conditions please do not click the "I Accept" button, or use this website.

In the event of your being allowed access to the Service on a trial basis or for access to any third-party services you are subject to the same terms and conditions during the period of the trial as if you had subscribed, whether or not the trial affords access to the full service. Your subscription for and/or use of the Service (whether on a subscription or trial basis or for use of any third-party services) shall constitute your agreement to and acceptance of these Terms and Conditions.

### **1. Licence**

1.1 This is your agreement with the Company in relation to your subscription to the Service which is an online facility for claiming money from newspaper publishers for copies of that publisher's titles you have provided to your customers. It is your responsibility to satisfy yourself that the Service will meet your particular needs.

1.2 Your subscription to the Service will comprise one or more of the following rights (dependent upon the subscription package you subscribe for):

1.2.1 To store your customer data on the Company's database

1.2.2 To use the Company's database and accounts system for online viewing of your customer's accounts

1.2.3 To view and print reports generated by the Service

1.2.4 To receive payment from third-parties on behalf of newspaper, magazine and other journal publishers

1.3 Copyright and Database rights protect the structure and data generated by the Service. Any software and user instructions are also protected by copyright.

1.4 Due to its policy of updating and improving the Service the Company may wish to change the terms of this Agreement. When any terms are changed the Company will notify you by post and/or e-mail such notice being effective 3 days after posting or being e-mailed as the case may be. If you use the Service after that time, you are agreeing now to be bound by those changes. If you do not wish to accept those changes, you should notify the Company and the changes will not be effective unless and until your subscription is renewed.

### **2. Length of Subscription or Trial Period**

2.1 Each subscription will be ongoing but is subject to termination by either party by one month's notice to the other.

2.2 Any trial period allowed by the Company shall cease automatically at the end of the period specified by the Company but may be terminated at any time by the Company at its discretion and in the event of termination for any reason your rights hereunder shall immediately end.

### **3. Permitted Uses**

3.1 During each Subscription Period, you are permitted to:

3.1.1 allow the Services to be used by your nominated employees in your own retail outlets.

3.1.2 input your customer data into the database comprising part of the Services.

3.1.3 Use the Services to make monetary claims and to view and make changes to data in relation to your own customers only.

3.2 There are limits on your rights to use the Services and accordingly you are not permitted to do any of the following without the Company's prior written agreement:

3.2.1 loan, copy or lease your login information for the Services or any part of the Services or the user instructions for the Services to third parties

3.2.2 transfer your subscription or any user licence to any third party

3.2.3 use the Service other than in relation to your own customers

3.2.4 erase, move or deface any trademark, copyright or database right notice appearing within any image or document produced within or as part of the Service.

3.3 The Company reserves the right to inspect your premises during normal business hours to ensure that you are complying with this Agreement and you shall give all reasonable assistance with such inspection.

#### 4. Termination and Renewal

4.1 Your rights to use the Service will terminate immediately in any of the following events:

4.1.1 if either you or the Company give notice pursuant to 2.1 or

4.1.2 if you are in breach of this Agreement and fail to rectify that breach within 7 days of the Company giving written notice to you or

4.1.3 if (in the case of a company) you enter into any form of liquidation or have a receiver, manager or administrative receiver appointed over your undertaking or assets or (in the case of an individual) you are made bankrupt or have a bankruptcy petition made against you which is not dismissed within 28 days of presentation.

4.2 Upon termination or expiry of this Agreement for any reason you agree to make no further use of the Service and you acknowledge that further access to the Service will be prevented by the Company.

4.3 Upon termination or expiry of this Agreement for any reason the Company will return your customer data but will retain ownership of any data or information which the Company generated from your customer data within the Service during the Subscription Period.

#### 5. Warranties, Limitations and Liability

5.1.1 The Company warrants that it is the owner of all copyright and database right in the Service and its components or has procured such rights from third-parties where the Services rely on such third-parties to fulfil the obligations contemplated by these Terms & Conditions

5.1.2 Any links from the Company's website to other internet sites are provided for convenience only and the Company accepts no responsibility for the content, availability or usability of any such site.

5.2 The Company will use reasonable skill and care in making the Service available to you. However in view of the nature of the internet and the possibility of electronic malfunction, disruption or interruption to the delivery of the Service over the internet the Company cannot guarantee or warrant the reliability of the Service. Furthermore, the Company does not give any warranty as to the completeness, performance or fitness for a particular purpose of the Service.

5.3 The Service can only be accessed if you retain the minimum requirements for hardware configuration as specified by the Company from time to time and it is your responsibility that you maintain hardware meeting those minimum requirements at all times. The Service is supplied to you on an "as is" basis and has not been designed to your individual business requirements.

5.4 By entering into this Agreement, you will accept sole responsibility for, and the Company shall not be liable for:

5.4.1 your use of all or any part of the Service

5.4.2 any data entered into the database comprising part of the Service by you or those authorised by you to use the Service. The accuracy of the reports generated by the Service is entirely dependent on the accuracy of the data you input and accordingly you accept full responsibility for the accuracy and legality of such data and for ensuring your use does not breach the rights of any third party; in addition the Company accepts no responsibility for maintaining such data nor for its loss, corruption or destruction

5.4.3 maintaining the confidentiality of your user details and passwords to access the Service and for all activity on your account

5.4.4 ensuring your use of the Service does not breach any applicable local, national or international laws or other regulations.

5.5 You hold the Company harmless and fully indemnified against any claims (including legal and other costs, damages, losses and liabilities) made by any third parties against you and/or the Company arising from such use or from any account information or other data you transmit to the Company.

5.6 In no event will the Company be liable to you for any loss or damage of any kind (except personal injury or death resulting from the Company's negligence) including lost profits or other consequential loss arising from:

5.6.1 any delay in accessing and/or inability to access the Service whether due to a Force Majeure (as defined in 7 below), electronic malfunction or any unreliability in the Service, nor for any failure or disruption of, interruption to or other unavailability of access to the Service

5.6.2 your use of or inability to use the Service or for errors or deficiencies in it, or for any damage to or corruption of your data whether caused by negligence or otherwise except as expressly provided in this Agreement

5.6.3 In no event shall the Company's liability exceed the subscription amounts paid by you for the use of the Service in the current Subscription Period.

5.7 The express terms of this Agreement are in lieu of all warranties and obligations implied by statute, common law or otherwise all of which are hereby excluded to the fullest extent permitted by law. Whilst it is the Company's policy to carry out virus checks, in particular the Company does not warrant that the Service or the Company's website is free from infection by viruses or anything else that has contaminating or destructive properties.

## 6. Support

6.1 The Company's technical support staff will endeavour to answer by email any queries that you may have regarding the use of the Service during the Subscription Period.

6.2 Such support shall not include the diagnosis and rectification of any fault resulting from:

6.2.1 The improper use or neglect of your hardware

6.2.2 The failure by you or those authorised by you to use the Service to implement recommendations in respect of or solutions to faults previously advised by the Company

6.2.3 The use of the Service for any purpose for which it was not designed.

## 7. Force Majeure

7.1 The Company will not be considered in default or liable under this Agreement if it fails to perform any of its duties as a result of any act

of God, act of government or state, civil commotion, embargo, epidemic, fire, flood, insurrection, war, disablement or interruption to the telecommunications network or any other reason beyond the Company's control ("Force Majeure").

7.2 In the event of Force Majeure, the Company will use reasonable endeavours to overcome such delays.

7.3 If the Force Majeure circumstance continues for a consecutive period of 4 weeks or more, either the Company or you may give notice to the other to forthwith terminate this Agreement forthwith.

## 8. General

8.1 If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect.

8.2 This Agreement forms the entire agreement between the parties relating to its subject matter. Any variation of this Agreement (except for any variations arising out of clause 1.4) shall be binding only if it is recorded in a document signed by or on behalf of all the parties.

8.3 Failure or delay by either party to exercise any right or remedy under this Agreement does not constitute a waiver or bar to exercise of that right or remedy.

8.4 You may not assign, sub licence or otherwise transfer your rights or obligations under this Agreement.

8.5 Each party shall ensure that it complies with the provisions of the Data Protection Acts 1984 and 1998 (or any successor legislation) concerning the "processing" of personal data as that term is defined in the Data Protection Act 1998.

8.6 The Company reserves the right to use any information gathered through the provision of the Service to you and others for statistical, marketing or development purposes, and to make any information available to third parties required for such third-parties to fulfil their obligations to PaperRound. The Company undertakes to keep confidential the source of any information so that at no time will it be possible to link specific sales data to any outlet unless by prior written agreement.

8.7 This Agreement shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.