1.2 Words beginning with a capital letter are defined within this Agreement. The word “including” does not denote any limitation.

2.1 We accept no liability for any indirect or consequential loss or damage or for any loss of data, profit, security checks) to satisfy your particular requirements for the security of data input and output.

2.2 We use our reasonable endeavours to ensure that all Materials comply with applicable laws.

2.3 The Materials are protected by international copyright laws, database rights and other intellectual property rights and laws in the country or countries in which the Materials are published or otherwise made available. All product and company names and logos contained within the Materials are the trade marks, service marks or trading names of their respective owners, including us. All of our rights which are not specifically granted to you by this Agreement are reserved.

2.4 Except as otherwise expressly provided in this Agreement, neither you nor any User may print, copy, re-use, reproduce, modify, sell, distribute, transfer or commercially exploit the Materials in whole or in part.

2.5 You undertake to take all reasonable steps to ensure that any use of the Materials is in accordance with these Terms of Use and any applicable country’s laws and regulations, including those clauses set out in clause 5.5.

2.6 If we exercise our right to withdraw any substantial part of the Materials under paragraph 2.7, we may offer you broadly equivalent replacement materials and information instead of those withdrawn.

2.7 We reserve the right at any time:

(a) to make changes or corrections and to alter, update or upgrade any aspect of any of the Materials;

(b) to update, change, correct or alter any aspect of the Online Services;

(c) temporarily to suspend your access to Materials through the Online Services (and/or to the Online Order Confirmation Form (“OCF”)

(iii) make, receive or deal with any order for any product or service offered to you by us.

2.8 If we exercise our right to withdraw any substantial part of the Materials under paragraph 2.7, we will have no liability for any loss or damage whatsoever sustained by you as a result of your use of or reliance upon any Materials.

2.9 We warrant that the right to license the Materials to you. Except for this, we exclude all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the Materials.

2.10 We warrant that our reasonable endeavours to ensure that information and content contained in the Materials is accurate. However, we cannot guarantee the accuracy of any information and content contained in Materials, which is provided strictly on an “as is” basis. We will have no liability for any loss or damage whatsoever sustained by you as a result of using or relying on any information and content contained in the Materials.

2.11 You warrant and agree that, if and to the extent that the Materials contain or include any opinion, analysis, prediction or assessment of any facts or circumstances ("Opinions"), such Opinions represent our subjective views based on the facts or information available or circumstance known to us at the relevant time, which may not always be correct and/or may change. You will use your own skill and judgement and will form your own opinions and views regarding the Materials and/or Opinions and will not rely upon the same as a substitute for your own assessment.

2.12 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to receive the Materials. You also understand that although we try to guard against viruses, we cannot guarantee that any Materials will be error-free, free from viruses or other malicious code. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security measures) to satisfy yourself of the security of the input and output of any data you exchange on the Materials.

2.13 We accept no liability for any indirect or consequential loss or damage or for any loss of data, profit, goodwill, anticipated savings, revenue or business (whether direct or indirect) in each case, however caused, even if foreseeable, arising under or in relation to this Agreement or arising out of or in connection with your access, viewing or use of, or reliance upon any Materials.

2.14 We are liable to you under this Agreement for any reason, our liability will be limited to the amount paid by you for the Materials in the year in which such liability arose.

5.1 Upon termination of this Agreement:

(a) you shall cease immediately to use, copy, re-use, reproduce, modify, sell, distribute, transfer or commercially exploit the Materials in whole or in part;

(b) you shall cease using any logos, password or other access information;

(c) you shall pay us the Subscription Fee within 30 days of the date of the confirmation of termination ("Termination Date");

(d) you shall return to us or destroy all copies of the Materials in your possession; and

(e) you shall not be entitled to use, copy, re-use, reproduce, modify, sell, distribute, transfer or commercially exploit any of the Materials.

5.2 Within 10 days after the last day of the Subscription Period, you will use reasonable endeavours to permanently delete and/or destroy all copies of the Materials, and our Confidential Information (as defined in clause 7.7) from your central systems, internal databases and libraries. You should find Materials after the date of the confirmation, you will delete the Materials at that time.

5.3 The termination of this Agreement shall not prejudice any accrued rights or remedies or any provisions of this Agreement which are intended to survive and/or continue to apply after that date including those clauses set out in clause 5.5.

5.4 On termination of this Agreement, the following clauses shall remain in force: clauses 1, 2.3, 2.9 to 2.16 (inclusive), 2.18 to 2.20 (inclusive), and 7 this clause 5.5
7.1 This Agreement is the whole agreement between the parties and supersedes any previous agreement between the parties relating to such matters. Each party acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement as a warranty. This Agreement may not be amended or modified except by means of a written agreement signed by the parties specifically stating that is intended to amend this Agreement.

7.2 This Agreement is governed by English law and you submit to the exclusive jurisdiction of the English Courts. Nothing in this clause 7.2 shall prevent or restrict us from pursuing any action against you in any Court of competent jurisdiction.

7.3 Except in respect of a payment obligation, neither party will be held liable for any failure to perform any obligation to the other due to Force Majeure Event provided the affected party notifies the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement. If the Force Majeure Event continues for more than three months starting on the day the Force Majeure Event starts, either party may terminate this Agreement by giving not less than 30 days' notice in writing to the other party. For the purpose of this clause 7.3, "Force Majeure Event" means an event beyond the reasonable control of the affected party including strike, lock-out, labour dispute, act of God, war, riot, acts of terrorism, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, illness or disease.

7.4 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or any later breach.

7.5 Except as set out in clause 4.3, any notice given by one party to the other under this Agreement must be in writing and may be delivered personally or by fax, e-mail or pre-paid first class post and in the case of post will be deemed to have been given two working days after the date of posting. Notices shall be delivered or sent to the address of the parties marked for the attention of the relevant person set out on the OCF or to any other address notified in writing by one party to the other for the purpose of receiving notices after the date of this Agreement.

7.6 It is the opinion of the parties that we will receive the price payable hereunder net of all applicable taxes, including without limitation, sales, service or withholding taxes, all of which shall be paid solely by you. In the event that any such tax is levied upon, or found to be applicable to, the whole or any portion of the price payable by you hereunder, the amount of such price shall be increased by an amount necessary to compensate for such taxes (including any amount necessary to "gross up" for taxes levied on the increase itself). Any bank charges incurred by us in connection with your payment of our fees or charges (including the Fee and any Extension Fee) will be for your account. Without prejudice to any other rights and/or remedies available to us, we reserve the right to charge you (and you undertake to pay such charges on demand):

(a) interest on outstanding and overdue amounts at 3% per annum above our banker's base rate (from time to time) from the date of invoice to the date payment is made in full; and/or
(b) an amount equivalent to all reasonable costs and expenses (including legal fees and collection agency commissions) suffered or incurred by us in connection with the recovery of overdue amounts from you; and/or
(c) an administration fee of £120 plus value added tax for internal management and staff overhead time in dealing with the recovery of overdue amounts from you.

7.7 For the purposes of this clause 7.7 "Confidential Information" means information disclosed by a party ("Disclosing Party") to another ("Receiving Party") relating to the Disclosing Party's business, products, services and contracts. Each party shall on demand deliver up to the other party (i) any information in the public domain other than in breach of this Agreement; (ii) information obtained from a third party who is free to divulge the same; (iii) information in the lawfully possession of the Receiving Party before its receipt from the Disclosing Party; (iv) information obtained from a third party who is free to divulge the same; (v) information which is required by law or other competent authorities; and (vi) information which can be shown to the reasonable satisfaction of the Disclosing Party to have been developed or created by the Receiving Party independently of the Confidential Information.

7.8 If any provision of this Agreement (or any part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be affected.

7.9 This Agreement does not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.

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CUSTOMER CONFIRMATION - Please sign to confirm that you accept the above Terms and Conditions.

Signature: ___________________________ Date: ___________________________