

05 SEP 2017

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, <https://www.voucherpro.co.uk/> ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

You further agree to review the terms and conditions regularly to ensure that you are aware of any modifications and you agree to be bound by such modifications unconditionally.

This Agreement constitutes the entire Agreement between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to herein. This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

In the event that any provision of this Agreement is deemed unenforceable or invalid under any applicable law or pursuant to a court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. We will amend or replace such provisions with one that is valid and enforceable and which achieves, in our reasonable opinion, to the fullest extent possible, the original objectives and intent between you and Us.

Additional terms may also apply to certain Services, and are incorporated by reference herein as applicable. For example, if you register a domain name with us, then the Domain Registration Agreement will also apply to you and would be incorporated herein.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of Our Site;
"We/Us/Our"	Means We, vServices, a company registered in England under 09441070, whose registered address is 18 Palm Court, Alpine Road London NW9 9BQ and is operating from 85 Tottenham Court Road, Fitzrovia London W1T 4TQ.
"You"	Means the person or company who purchases services, goods or both from https://www.voucherpro.co.uk .
"Acceptable Use Policy"	"Acceptable Use Policy" means the website policy which forms part of this Agreement and sets out the remit for your use of the Services
"Agreement"	"Agreement" means any agreement to which these General Terms & Conditions together with any Specific Terms & Conditions for your Services and the Acceptable Use Policy are incorporated.

"Order"	"Order" means a request made by a customer for Services to be supplied pursuant to the terms of this Agreement,
"Our Website", "Our Site"	https://www.voucherpro.co.uk/

2. Information About Us

- 2.1 Our Site, <https://www.voucherpro.co.uk/>, is owned and operated by We, vServices a limited company registered in England under 09441070, whose registered address is 18 Palm Court, Alpine Road London NW9 9BQ and is operating from 85 Tottenham Court Road, Fitzrovia London W1T 4TQ.
- 2.2 VAT registration number (VRN): 247288574

3. Access to Our Site

- 3.1 Access to Our Site is free of charge. No part of Our Site requires payment of any kind in order to access or use it.
- 3.2 It is your responsibility to make any and/or all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 In order to sign up to the Website's newsletter, you will be required to register your email address. By registering with us or filling subscription forms by providing your email address you agree to receive regular newsletter emails from [voucherpro.co.uk](https://www.voucherpro.co.uk/). However, you can unsubscribe to our newsletter by clicking the 'Unsubscribe' link featured within each of our newsletters.

4. General Conditions

- 4.1 This Agreement will only commence when we provide you with written confirmation that your Order has been accepted.
- 4.2 You certify that by purchasing any of our products through this website that you meet requirements of the legal age. The Customer agrees to supply us with a current and truthful full name, e-mail address, postal address, and telephone number and, in case the Customer is a minor, with the current and truthful full name, e-mail address, postal address, and telephone number of at least one legal guardian. The Customer agrees to keep this information current and to inform us whenever any of this information changes.
- 4.3 For Money back Guarantee Refer to Terms and Conditions published on Our Website.
- 4.4 We will provide the Services to You using reasonable skill and care but at all times this will be subject to any downtime caused by scheduled or emergency maintenance or repair. We will use our best endeavours to ensure that any disruption to the Services is minimal and any scheduled work takes place during off-peak hours when possible. We will not be liable to you or any third party for losses whatsoever caused by any such downtime; whether emergency or scheduled. We reserve the right to deactivate individual features, applications, scripts or programs as necessary in the interests of technical progress, security, availability of technical support on the provider or manufacturer side, to ensure the stable operation and integrity of our systems or in order to comply with our responsibility to provide technically up-to-date solutions. In the event of changes of features, applications, scripts and programs, you agree to cooperate and be responsible for managing any adjustments to your Services if requested to do so. We will endeavour to communicate any changes to you as soon as possible.
- 4.5 We shall not be responsible for any failure to provide any Services or perform any obligation under this Agreement because of any act of God, strike, lock-outs or other industrial disputes (whether our employees or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers, work stoppage, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond

our reasonable control.

4.6 The provisions, terms, conditions representations, warranties, covenants, and obligations contained in or imposed by this Agreement which by their performance after the termination of this Agreement, shall be and remain enforceable notwithstanding termination of the Agreement for any reason. However, neither we nor you shall be liable to one another for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

4.7 Where the Customer accesses this site from locations outside the United Kingdom, the Customer does so on the Customer's own initiative and is responsible for compliance with local laws.

5. Intellectual Property Rights

5.1 All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties. All rights are reserved.

5.2 Subject to provisions of this agreement you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by us.

5.3 You may:

5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);

5.3.2 Download Our Site (or any part of it) for caching;

5.3.3 Print pages from Our Site;

5.3.4 Download extracts from pages on Our Site; and

5.3.5 Save pages from Our Site for later and/or offline viewing.

5.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.

5.5 You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

5.6 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; the making of personal copies for private use; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

6. Links to Our Site

6.1 You may link to Our Site provided that:

6.1.1 You do so in a fair and legal manner;

6.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

6.1.3 You do not use any logos or trademarks displayed on Our Site without Our express written permission; and

6.1.4 You do not do so in a way that is calculated to damage our reputation or to take unfair advantage of it.

6.2 You may not link to any page other than the homepage of Our Site, <https://www.voucherpro.co.uk/>. Deep-linking to other pages requires our express written permission.

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- 6.3 Framing or embedding of Our Site on other websites is not permitted without our express written permission. Please contact us at info@voucherpro.co.uk/ for further information.
- 6.4 You may not link to Our Site from any other site the main content of which contains material that:
- 6.4.1 Is sexually explicit;
 - 6.4.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 6.4.3 Promotes violence;
 - 6.4.4 Promotes or assists in any form of unlawful activity;
 - 6.4.5 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 6.4.6 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 6.4.7 Is calculated or is otherwise likely to deceive another person;
 - 6.4.8 Is designed or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 6.4.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this agreement);
 - 6.4.10 Implies any form of affiliation with Us where none exists;
 - 6.4.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks and database rights) of any other party; or
 - 6.4.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 6.5 The content restrictions in provisions of this agreement do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of this agreement. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

7. **Links to Other Sites**

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

8. **Disclaimers**

- 8.1 The Content on Our Site does not constitute advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action to information/activity to which the website relates.
- 8.2 We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 8.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

9. **Our Liability**

- 9.1 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage,

whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.

- 9.2 To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 9.3 If you are a commercial user, we accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 9.4 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- 9.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 9.6 Nothing in these Terms and Conditions excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

10. Viruses, Malware and Security

- 10.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 10.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 10.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 10.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 10.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 10.6 By breaching the provisions of this contract, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and we will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

11. Acceptable Usage Policy

- 11.1 You may only use Our Site in a manner that is lawful. Specifically:
 - 11.1.1 You must ensure that you comply fully with any and all local, national or international laws and/or regulations;
 - 11.1.2 You must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
 - 11.1.3 You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
 - 11.1.4 You must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

- 11.2 We reserve the right to suspend or terminate your access to Our Site if you materially breach the

provisions of this Clause or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:

- 11.2.1 Suspend, whether temporarily or permanently, your right to access Our Site;
- 11.2.2 Issue you with a written warning;
- 11.2.3 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- 11.2.4 Take further legal action against you as appropriate;
- 11.2.5 Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- 11.2.6 Any other actions which we deem reasonably appropriate (and lawful).

11.3 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions

12. **Changes to these Terms and Conditions**

12.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

12.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

13. **Contacting Us**

13.1 To contact us, please email Us at info@voucherpro.co.uk or using any of the methods provided on Our contact page.

14. **Communications from Us**

14.1 If we have your contact details, we may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.

14.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by us include an unsubscribe link. If you opt out of receiving emails from us at any time, it may take up to 7 days business days for your new preferences to take effect.

14.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at info@voucherpro.co.uk

15. **Terms & Conditions: Special Offers**

15.1 The offers cannot be transferred or exchanged for cash.

15.2 All offers are limited to provisions as advertised, unless otherwise noted.

15.3 All packages ordered under these special offers are also subject to General Terms and Conditions listed herein and with specifics if as noted elsewhere pertinent to the offer.

15.4 All regular prices listed are the current regular prices and are subject to change at any time.

16. **Data Protection**

16.1 Any and all personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights and our obligations under that Act.

16.2 We may use your personal information to:

- 16.2.1 Reply to any communications you send to Us;
- 16.2.2 Send you important notices;

16.2.3 For details refer to Our Site for Data Protection Policy.

16.3 We will not pass on your personal information to any third parties.

17. **Additional T&C for E-commerce Users**

17.1 "Payment Account" shall refer to the credit card provided by you upon registration to pay for Your Services. We may add, delete, or modify the methods by which customers can pay for the Services at any time without prior notice, in its sole discretion.

17.2 We may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name immediately and without notice, permanently remove Your Data from the Equipment, and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with the relevant Laws if it is informed or otherwise believes, in its sole discretion, that Your Web Site violates the intellectual property rights of any third party or is otherwise the subject of a dispute or violates relevant laws. You waive any and all claims you may have, now and forever, against We relating to the content, use, and operation of Your Web Site and agree to indemnify and hold harmless we from and against any such claims.

17.3 We may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name, permanently remove Your Data from the Equipment, and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with relevant Laws if it is informed or otherwise believes, in its sole discretion, that your domain name violates the intellectual property rights of any third party or is otherwise the subject of a dispute or violates relevant laws. You waive any and all claims you may have, now and forever, against relating to the registration, use, and subsequent transfers of your domain name and agree to indemnify and hold harmless from and against any such claims.

17.4 You agree and warrant that You shall not depict or transmit data that may cause religious or other factional rift, that Your Data shall not violate any Laws concerning obscenity and shall not contain or link to any pornography, or depictions of bestiality, rape, sexual assault, violence, torture or disfigurement, or other content deemed objectionable by We, in its sole discretion.

17.5 You agree that if, in our sole and exclusive judgment, We concludes that Your Web Site displays, contains or links to any harmful matter or indecent materials or communications which are available to, or accessible by, minors, or displays or contains any material that consists of child pornography or which could otherwise result in harm to minors or which may cause religious or other factional rift; then We may, without prior notice to you and in our sole and exclusive discretion, either remove and erase the material from Your Web Site, and/or disable public access to the material on Your Web Site, and/or cease hosting Your Web Site, without any liability of any kind to We from either you or any third party.

17.6 In no event shall We be liable to the Customers or Any user or any third party as result of or under the general Terms and Conditions for any special, indirect, direct, incidental, consequential or punitive damages (including but not limited to any damages resulting from loss of use, loss of data, loss of profits or loss of business) resulting from general Terms and Conditions, the products or any related services, even if foreseeable or even if We has been advised of the possibility of such damages.

18. **Additional T&C for Russian Citizens**

18.1 If Russian VAT or any similar taxes that can replace or append it is required to be withheld from the amounts payable to the Seller under the Agreement, then the amounts shall be paid after withholding or payment by the Customer of such VAT or any similar taxes in accordance with Russian laws. In such case the amount due under the Agreement shall be grossed up for Russian VAT purposes in such a manner that the net amount received by Supplier after withholding or payment is equal to the amounts stipulated in the Agreement.

19. **Billing and Payment Information**

19.1 Prepayment.

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- 19.1.1 It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time.
 - 19.2 Auto renewal.
 - 19.2.1 Unless otherwise provided, you agree that until and unless you notify vServices of your desire to cancel the Services, you will be billed on an automatically recurring basis to prevent any disruption to your Services, using your credit card or other billing information on file with us.
 - 19.3 Taxes.
 - 19.3.1 Listed fees for the services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes will be added to vServices' invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.
 - 19.4 Late Payment.
 - 19.4.1 All invoices must be paid within ten (10) days of the invoice due date. Any invoice that is outstanding for more than ten (10) days may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, vServices may suspend or terminate your account and pursue the collection costs incurred by vServices, including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. vServices will not activate new orders or activate new packages for customers who have an outstanding balance on their account.
 - 19.4.2 Dedicated servers are subject to being reclaimed and all content deleted if you fail to make a timely payment. If you make a late payment we do not automatically reactivate the dedicated servers. Contact vServices directly after you make a late payment to reactivate the dedicated server.
 - 19.5 Fraud.
 - 19.5.1 It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. vServices may report any such misuse or fraudulent use, as determined in vServices' sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.
 - 19.6 Invoice Disputes.
 - 19.6.1 You have ninety (90) days to dispute any charge or payment processed by vServices. If you have any questions concerning a charge on your account, please reach out to our billing department for assistance.
 - 19.6.2 Payment Card Industry Security Standard Disclaimer.
 - 19.6.3 vServices complies with the Payment Card Industry Security Standard ("PCI Standard") in connection with the collection and processing of our customer's data and billing information. However, you are solely responsible for the security of the data and billing information on your User Website. VServices does not monitor User Websites for PCI compliance and we are not able to verify whether a User Website complies with the PCI Standard.
 - 20. **Cancellations and Refunds**
 - 20.1 Payment Method.
 - 20.1.1 No refunds will be provided if you use any of the following methods of payment: bank wire transfers, Western Union payments, checks and money orders. If you use any of these payment methods, any applicable credit will be posted to your hosting account instead of a refund.
 - 20.2 Money-back Guarantee.

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- 20.2.1 If an account with a thirty day money-back guarantee is purchased and then cancelled within the first thirty days of the beginning of the term (the "Money-Back Guarantee Period"), you will, upon your written request to the We Support Team (the "Refund Request") within ninety (90) days of such termination or cancellation ("Notice Period").
- 20.2.2 Refer to Money back Guarantee terms and conditions available at website.
- 20.3 Refund Eligibility.
- 20.3.1 Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, or if you have opened a second account with us, you will not be eligible for a refund. Violations of this Agreement will waive your rights under the refund policy.
21. **Copy Right Policy**
- 21.1 Our terms and conditions prohibit the disclosure of customer information without the customer's express written consent except as required to comply with a current judicial proceeding, a court order, subpoena or other legal process served on us. If you require information regarding our customer you must fax, mail to us.
- 21.2 The contents of web sites terminated for non-payment are permanently and irrevocably deleted shortly after termination of the account, generally within five to ten business days. Such files can no longer be recovered.
- 21.3 We will provide only such information as required or permitted by law. We are prohibited from providing the contents of e-mails or other electronic communications except under very limited circumstances, even in response to a valid subpoena or court order. We does not retain copies of deleted or sent e-mails or e-mail logs, although such e-mails or related information may be available on backup tapes for a limited period. We does not have access to electronic communications which are downloaded to the customer's computer.
- 21.4 We are headquartered in London UK. Service can be made via fax, mail, or personal service. Service by mail or personal service should be to the following address:
Registered Office: 18 Palm Court, Alpine Road, London NW9 9BQ
Business Address: 85 Tottenham Court Road, Fitzrovia London W1T 4TQ.
- 21.5 We reserve the right to notify its customer prior to responding to a civil subpoena, and to delay compliance for up to ten days in order to allow its customer to move to quash the subpoena, except in an emergency or where otherwise required by law. We will comply with civil subpoenas only upon payment of its expenses, as follows:
- | | |
|---------------|------------|
| Research | £200.00/hr |
| Copies | £0.25/page |
| Other costs | as billed |
| Compact Disks | £100.00/CD |
- 21.6 In addition, we reserve the right to charge an administration fee to the customer pursuant to Our Terms and Conditions.
- 21.7 We reserve the right to request additional information, including but not limited to a copy of complaints or other pleadings, in order to verify that the We customer information is relevant to the records requested
- 21.8 We Respect the intellectual property of others. If you think we or one of its customers is violating your rights, please send proper notice to We as outlined below. Such notice of copyright or other intellectual property infringement must contain the following elements:
- 21.9 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 21.10 Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

- 21.11 Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- 21.12 Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- 21.13 A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- 21.14 A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 21.15 Notice should be sent to Our designated agent at one of the addresses below:
Registered Office: 18 Palm Court, Alpine Road, London NW9 9BQ
Business Address: 85 Tottenham Court Road, Fitzrovia London W1T 4TQ.
- 21.16 Regardless of whether you register your details with voucherpro.co.uk or not, any User who feels that any User Submission made by another User is objectionable is encouraged to contact us at 85 Tottenham Court Road, W1T 4TQ or through our contact page. We will review the relevant message as soon as is practicable and will take such action as it deems necessary, if any.

22. **Advertisement Policy**

- 22.1 All Advertisements accepted for publication by the Publisher are accepted subject to these Terms and Conditions. The Publisher may amend these Terms and Conditions at any time. Any variation to these Terms and Conditions shall be notified to the Advertiser through the Websites and the amended version shall be made available on the Websites.
- 22.2 All Advertisements are accepted subject to the Publisher's approval of the advertising insertion (the "Copy") and to the required space being available. The Publisher will try to place an Advertisement in the product section apparently most relevant to the Advertiser but reserves the right to make the final decision as to the position of the Advertisement.
- 22.3 Unless the Advertiser indicates in writing to the Publisher that it does not wish for the Advertisement and/or Copy to be published in any place other than as expressly specified on the Order Form, the Publisher shall be entitled as its sole discretion to publish the Advertisement and/or Copy on all and any of the Websites and on the websites of the Publisher's partners and associated companies.
- 22.4 All Copy shall be submitted by the Advertiser by the closing copy date, and in the form, both as stipulated to the Advertiser by the Publisher and otherwise in accordance with the Publisher's instructions from time to time. Unless the Publisher receives the Copy in the proper form and as per the Publisher's instructions, or if the Publisher is required to perform additional production work as a result of the Advertiser's failure to conform to the Publisher's requirements and/or instructions, the Publisher (in its absolute discretion) reserves the right
- 22.4.1 to make additional charges to the Advertiser for the cost of any such production work or
- 22.4.2 to treat the Advertiser as having cancelled the Advertisement and as having forfeited any sum paid by the Advertiser in respect of that cancelled Advertisement.
- 22.5 The particular publication date of an Advertisement shall be at the sole discretion of the Publisher and time shall not be of the essence as regards the publication date.
- 22.6 The Publisher shall have no responsibility if the Advertisement is not published on the agreed date as a result of strike, lock-out, fire, storm, flood, riot, explosion, power failure, break-down or failure of systems or machinery or any other event beyond the Publisher's reasonable control.
- 22.7 The Advertiser's property, artwork and any other such items are held by the Publisher at the Advertiser's risk and should be insured by the Advertiser against loss or damage from whatever cause. The Publisher reserves the right to destroy all such property, artwork and/or other items

- which have been in its possession for more than six months. Additionally, the Publisher reserves the right to retain all such property, artwork and/or other items until the Advertiser's account has been settled in full. All reasonable care will be taken to avoid mistakes but the Publisher does not accept liability for any errors or omissions due to the acts or defaults of third parties or sub-contractors or due to inaccurate or ambiguous Copy, or Copy instructions, or due to any other acts, circumstances or defaults beyond its reasonable control.
- 22.8 The Publisher shall not be liable for any errors or omissions in the Advertisement unless the proof is returned in reasonable time for corrections to be made before the date on which the relevant publication is finalised (which, for, the avoidance of doubt, shall not be less than seven (7) days prior to such date).
- 22.9 Complaints regarding the reproduction of Advertisements must be received by the Publisher in writing within seven (7) days of the date of publication. For the avoidance of doubt, the Advertiser shall bear all of the costs in respect of producing and delivery of the Copy to the Publisher.
- 22.10 The Contract shall commence on the date set out on the Order Form (the "Start Date") and shall continue for the period of time set out on the Order Form which in any event shall not exceed the fifth anniversary of the Start Date (the "Effective Period").
- 22.11 The Publisher reserves the right to omit, suspend or exclude an Advertisement, visual or Copy at any time for good reason (including, for the avoidance of doubt, to ensure compliance with these Terms and Conditions); and any such omission, suspension or exclusion shall be notified to the Advertiser as soon as possible. If the Publisher exercises its rights under this paragraph at any time, the Publisher shall not be liable for costs, claims, liabilities or damages of any kind as a consequence of so doing.
- 22.12 Without prejudice to the generality of the foregoing, the Publisher reserves the right to cancel any Advertisement and/or terminate the relevant Contract without liability in the event of becoming aware of any meetings of creditors, bankruptcy, liquidation proceedings, the appointment of a receiver or administrative receiver, over the whole or a substantial part of Advertiser's assets, or any indication whatsoever that the Advertiser is unable to pay its debts as and when they fall due.
- 22.13 Notice of cancellation or suspension of an Advertisement must be received in writing by the Publisher no later than seven (7) days after the date on which the Order Form is accepted by the Publisher and not less than seven (7) days prior to the relevant date of publication on any one of the Websites. In the event that the relevant date of publication is less than seven (7) days from the date the Order Form is accepted by the Publisher, any such subsequent cancellation or suspension in respect of an Advertisement and received by the Publisher shall be accepted or rejected at the sole discretion of the Publisher acting reasonably.
- 22.14 The Advertiser shall pay the Publisher at the rate as set out in the relevant Order Form (the "Payment") for each successful download or action by a User of an Advertisement from any one of the Websites by any means including, but not limited to (a) printing a voucher; (b) receiving a short message service voucher; (c) receiving an email containing a voucher; and/or (d) using a mobile device application (each, a "Download").
- 22.15 The Payment shall be satisfied by the Publisher deducting the Payment from the Advertiser's pre-payment account (the "Account"), such account to be set up on such date and credited with such amount by the Advertiser as will be indicated on the relevant Order Form (the "Estimated Monthly Spend").
- 22.16 The Advertiser and Publisher shall review, and adjust (acting reasonably), the Estimated Monthly Spend on a quarterly basis. Failure by the parties to reach agreement on the revised Estimated Monthly Spend within ten (10) days of receipt by the Advertiser of written notice from the Publisher of its intention to revise the applicable Estimated Monthly Spend, shall entitle either party to terminate the Contract and any outstanding sums then due by the Advertiser to the Publisher shall be paid in full by the Advertiser within five (5) working days.
- 22.17 The Publisher shall submit an invoice to the Advertiser on the 15th day of each month in respect of all Downloads of the Advertisement which have occurred during the course of the previous

- month (the "Invoice Date").
- 22.18 In the event that the invoice indicates that available and cleared funds in the Account are: (a) less than the amount required to satisfy all Payments then due; and/or (b) less than or equal to 10% of the Estimated Monthly Spend, the Advertiser shall pay the Publisher (by the method provided on the relevant Order Form (the "Payment Method")) the outstanding amount set out on the invoice within ten (10) days of the Invoice Date.
- 22.19 The Advertiser may change the Payment Method by giving a minimum of seven (7) days written notice to the Publisher.
- 22.20 In the event that any Commission is payable by the Publisher to the Advertiser on amounts received by the Publisher in relation to an Advertisement shall be set out on the relevant Order Form (the "Commission"), and paid provided that the agreed target (as set out in the Order Form) is attained by the Advertisement (such target hereinafter referred to as, the "Tipping Point"). All cancelled and reversed payments from Users shall be deducted from the Tipping Point. The Tipping Point and rate of Commission shall be agreed between the Publisher and Advertiser at the point of ordering the Advertisement.
- 22.21 Notwithstanding the other provisions of the Contract, failure to deposit funds into the Account will entitle the Publisher not to publish the Advertisement until the Account is brought up to date.
- 22.22 All funds held in the Account are non-refundable (including, for the avoidance of doubt, such funds that remain in the Account on the date of which the Advertiser or Publisher terminates the Contract in accordance with these Terms and Conditions).
- 22.23 Additional Value Added Tax ("VAT") is applicable as per Law.
- 22.24 The Advertiser warrants that:
- 22.24.1 it is a commercial (as opposed to a consumer) entity; and
- 22.24.2 if any change affecting the Advertiser (or its operations) could have an effect on the operation of the Contract, the Advertiser shall inform the Publisher in writing of that change immediately.
- 22.25 The Advertiser warrants and represents that the Advertiser and/or the Advertisement (as applicable); (a) does not contravene any law, statute or regulations in the United Kingdom and/or in any other country where the Advertisement might appear as a result of its publication by the Publisher (including, for the avoidance of doubt, the Financial Services and Markets Act 2000, the Race Relations Act 1976 (as amended), the Sex Discrimination Act 1976 (as amended), the Disability Discrimination Act 1995 (as amended), and the Employment Equality (Age) Regulations 2006); (b) is not in any way defamatory or illegal or an infringement of the rights of any third party (including the use by the Advertiser in any Advertisement of the name or pictorial representation, whether photographic or otherwise, of any living person); and (c) complies in all respects with the British Code of Advertising, Sales Promotion and Direct Marketing and any other relevant advertising standards prevailing (in the United Kingdom and/or in any other country where the Advertisement might appear as a result of its publication by the Publisher) at the time the Advertisement is published.
- 22.26 The Publisher warrants that it will undertake its obligations with reasonable skill and care.
- 22.27 The Advertiser shall indemnify and hold harmless the Publisher (and its directors, officers, agents, representatives and employees) from and against any and all claims, suits, liabilities, judgements, losses and damages arising out of or in connection with any claim or suit or demand:
- 22.27.1 (a) by a User (or any party on whose behalf a User has been acting);
- 22.27.2 (b) in respect of, arising out of, or in connection with any goods and/or services actually or purportedly offered in respect of or connection to an Advertisement);
- 22.27.3 (c) in respect of, arising out of, or in connection with an Advertisement; or

22.27.4 by HM Revenue and Customs, in respect of or connected to the collection or payment of VAT in any way connected to the Contract.

23. **App Use**

- 23.1 By using the app you warrant that: (1) You are legally capable of entering into binding contracts; and (b) you are 18 years old or above.
- 23.2 In order to access the app, you shall be required to register with us. By registering with Us, You consent to us conducting verification and security procedures in respect of the information provided by you during the registration process.
- 23.3 You hereby warrant that the information provided by you to Us is true, accurate and correct. You further warrant that you shall promptly notify Us in the event of any changes to such information provided.
- 23.4 You shall keep Login Details confidential and secure. Without prejudice to Our rights and remedies, We reserves the right to promptly disable Login Details and suspend access to the app in the event We have any reason to believe that You have breached any of the provisions set out herein.
- 23.5 For the avoidance of doubt, You shall have no access to the app if You choose not to register.
- 23.6 Subject to the Terms, We hereby grant to You a non-exclusive, non-transferable licence to download, install and Use the app on Your mobile device. This licence is in respect of Your Use of the app only.
- 23.7 Except as expressly permitted in these Terms, You shall not, and shall not permit others to (i) modify, translate, create derivative copies of or copy the app, in whole or in part; (ii) reverse engineer, decompile, disassemble or otherwise reduce the object code of the app to source code form; (iii) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer the app or Your right to Use the app; (iv) remove or modify any copyright, trademark, or other proprietary notices belonging to Us or our licensors contained within the app; or (v) use the app in any manner not expressly authorised by these Terms.
- 23.8 We will use our reasonable endeavours to make the app available to You at all times, but We cannot guarantee an uninterrupted or fault free service.
- 23.9 We reserve the right to make changes to the app or part thereof from time to time including without limitation, the removal, modification and/or variation of any elements, features and functionalities of the app.
- 23.10 You acknowledge You will not be able to access and Use certain functionalities of the app unless You have internet access through a GPRS, 3G or Wi-Fi connected mobile device. All traffic charges or access charges incurred due to the Use of the app are subject to Your agreed terms
- 23.11 Without prejudice to our other rights and remedies, We reserve the right to temporarily or permanently suspend or disable your access to the app at any time without notice to You in the event you breach any of the provisions herein.
- 23.12 In the event that We, in Our sole discretion, considers that you are making any illegal and/or unauthorised use of the app, and/or your Use of the app is in breach of these Terms, We reserve the right to take any action that it deems necessary, including terminating without notice Your Use of the app and, in the case of illegal use, instigating legal proceedings.
- 23.13 We reserve the right to make any changes to the app or to discontinue any aspect or feature of the app without notice to You.
- 23.14 You shall, at all times: (1) comply with all applicable laws, regulations, directives and legislations in Your Use of the app; (2) comply with any guidelines provided or reasonable instructions issued by Us from time to time in respect of Your Use of the app; (3) comply with any third party terms and conditions of business in the event you opt to use any Content available through the app; (4) not do anything likely to impair, interfere with or damage or cause harm or distress to any persons using the app; (6) not use the app and/or any knowledge, information, know-how and/or expertise derived from the Content to commit any criminal act; (7) not use the

app and/or not do anything that shall or be reasonably deemed to infringe any Intellectual Property Rights or other rights of any third parties; (8) use the app and any Content at Your own risk and be solely responsible for any illegal conduct, infringement of any third party Intellectual Property Rights and/or any breaches thereof or in any applicable laws and legislations; (9) notify Us immediately of any circumstances where any Intellectual Property Rights or any other rights of any third party may have been infringed; and (10) ensure Your mobile device complies with the Device Requirements; and contains adequate anti-virus protection, (11) and You acknowledge that We will not be liable for any loss or damage caused by a virus or other technologically harmful material that may infect Your mobile device due to Your Use of the app.

24. **Competition Rules**

- 24.1 Voucherpro.co.uk opens to all members who are UK residents aged 18 years or over (other than Our Employees) to enter the competition posed on Our website or App. The competitions start at 00.01 closing time for entries is 23.59 in Great Britain. The competitions are strictly based on the product vendor terms and conditions. Voucherpro.co.uk is a promotor of the Competition and not originator.
- 24.2 All competitions must comply, unless otherwise noted in the competitions terms and conditions:
- a) There is no cash alternative to a prize or any element thereof and unless agreed otherwise in writing a prize is non-refundable and non-transferable.
 - b) No purchase is necessary to enter this competition.
 - c) It is a requirement of the competition that the member has access to the Internet to submit their entry.
 - d) Anonymous entries to the competition will not be accepted.
 - e) Winners must respond to the initial email informing them of their win to get their prize. If the prize winner is unable to or for any reason does not respond within 7 days from receipt of first correspondence announcing their win, the prize will be forfeited.
 - f) Use of a false name or address or other personal details will result in disqualification, and / or legal action.
 - g) By entering this competition all participants will be deemed to have accepted and be bound by these terms and conditions.
 - h) This competition and these terms and conditions are governed by English Law and the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with this competition.
 - i) To enter the competition members must be signed into their VoucherPro.co.uk account and submit a valid voucher code to the community on the VoucherPro.co.uk site.
 - j) Trade-In codes (codes that require an exchange of products) are excluded from this competition.
 - k) Referral codes (codes that are unique to an individual and/or friends and family codes) are excluded from the competition.

25. **Rewards Terms & Conditions**

- 25.1 By submitting your email address or otherwise participating in this VoucherPro.co.uk Rewards Offer (the “Promotion”), you agree to be bound by all Terms & Conditions of this Website. In the event of a conflict between these Promotion Terms and Ours Terms of Use of this Websites shall govern.
- 25.2 “Reward” – the GBP (£) reward amount (being either an absolute amount or a percentage of the relevant transaction) and either to be paid (i) into the PayPal account associated with the email address you provide us (ii) in the form of a specified electronic gift card, or (iii) as an electronic credit for specified services, in each case as clearly described on the relevant Promotion featured offer or coupon.
- 25.3 “Minimum Purchase Amount” – a purchase at the Merchant of at least the amount as described

- on the relevant Promotion featured offer or coupon, excluding any Excluded Items.
- 25.4 “Required Product” – a product or service, provided by the Merchant, as described on the relevant Promotion featured offer or coupon.
- 25.5 “Validation Period” - the validation period begins on the date of Purchase on the relevant Promotion and lasts until the Merchant confirms that We have been or will be paid a commission for the Purchase.
- 25.6 “Qualifying Purchase” – a purchase at the Merchant, for an amount equal to or greater than the Minimum Purchase Amount as described on the Promotion featured offer or coupon, and of a Required Product as described on the Promotion featured offer or coupon.
- 25.7 “Total Number of Rewards available during the Promotion” – the number of rewards available as described on the specific terms and conditions of the Promotion on the Promotion web page for the duration of the Promotion. If the “Total Number of Rewards Available during the Promotion” is not described on the specific terms of the promotion, then the number available will be a one thousand (1,000).
- 25.8 “Merchant” – the merchant specified on the Promotion featured offer or coupon.
- 25.9 “Promotion Landing Page” – the website page on VoucherPro.co.uk that describes the Promotion and links to these Promotion Terms.
- 25.10 “Promotion Link” – the hyperlink provided on the Promotion Landing Page that directs you to the Merchant’s website. You must click on the Promotion Link immediately before the shopping session in which you make a Qualifying Purchase from the Merchant in order to be eligible for the Reward.
- 25.11 “Promotion Period” – the Promotion begins on the date described on the relevant Promotion featured offer or coupon and ends at the earlier of (a) the time that all of the Total Number of Rewards available during the Promotion have been claimed or (b) the date described on the relevant Promotion coupon.
- 25.12 “Excluded Items” – the Minimum Purchase Amount excludes any and all items that fall within the following categories: gift cards and any other categories described on the relevant Promotion coupon. The determination of whether particular purchases fall within an excluded category will be determined at Our sole discretion. If you are unsure whether a desired item falls within an excluded category, please contact Us via our website “Contact Us” form prior to making your purchase.
- 25.13 “Promotion Registration” – registering for the Promotion requires a working email address to be provided after the Promotion has been clicked and before the Promotion Link has been clicked.
- 25.14 Promotions are available to individual users of VoucherPro.co.uk who are at least eighteen years of age at the beginning of the Promotion Period.
- 25.15 In order to be eligible for the Reward you must, during the Promotion Period, complete the Promotion Registration, click the Promotion Link provided, and make a Qualifying Purchase without visiting other sites and without using any discount codes or coupons, including those found on VoucherPro.co.uk, before completing your purchase. If you visit other sites before completing your Qualified Purchase and/or use any discount codes or coupons, including those found on VoucherPro.co.uk, your purchase might be associated with a service other than the Promotion and you will not be eligible for a Reward. If you disable cookies on your computer, you will not be eligible to earn a Reward because cookies are used, along with verification of a Qualifying Purchase from the Merchant, to authenticate your purchase.
- 25.16 The determination of whether or not a purchase qualifies as a Qualifying Purchase for the Promotion is at the sole discretion of Us. If you return any items, or cancel any services purchased or ordered under an otherwise Qualifying Purchase, we reserve the right to disqualify the purchase and withhold the Reward.
- 25.17 Upon verification with the Merchant that you have made a Qualifying Purchase, and after the Validation Period, you will be eligible for a Reward.
- 25.18 Additional eligibility criteria where the Reward is paid by PayPal:

- 25.19 In order to earn a Reward under this Promotion you must create an account with PayPal (unless you already have one) prior to you completing the Promotion Registration. The PayPal account must be associated with the same email address that you use to complete the Promotion Registration on VoucherPro.co.uk.
- 25.20 Additional eligibility criteria where the Reward is paid by electronic credit for services:
- 25.21 In order to earn a Reward under this Promotion you must create an account with the service provider (unless you already have one) prior to you completing the Promotion Registration. Such account must be associated with the same email address that you use to complete the Promotion Registration on VoucherPro.co.uk.
- 25.22 We will issue Rewards to qualified members within 3 business days of the end of Validation Period for Qualified Purchases. If you have qualified for a Reward, the Reward will be transferred to the PayPal associated with the email account with which you completed the Promotion Registration and an email will be sent to you confirming that the Reward has been issued. Depending on applicable tax laws, your distribution of Rewards may be subject to taxes. You will be solely responsible for any and all tax liability arising out of your receipt of Rewards.
- 25.23 We reserve the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Us in its sole discretion. We reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the operation of the Promotion or to be acting in violation of the Promotion Terms & Conditions of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and, should such an attempt be made, We reserve the right to seek damages from any such person to the fullest extent permitted by law. vServices failure to enforce any term of these Promotion Terms shall not constitute a waiver of that provision.
- 25.24 Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to complete the Promotion Registration will be deemed the qualified user. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential recipient of a Reward may be required to show proof of being an authorized account holder.

26. **Indemnification**

- 26.1 You agree to indemnify, defend and hold harmless, our affiliates, and their respective officers, directors, employees and agents (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement.

27. **Law and Jurisdiction**

- 27.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 27.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 27.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether

contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Contact

Questions, comments, and requests regarding this data protection and privacy policy are welcomed and should be addressed to:

Address
vServices Ltd (VoucherPro.co.uk)
86 Tottenham Court Road
London
W1T 4TQ
info@voucherpro.co.uk