

TWPN – Service Partners and Resources Terms and Conditions

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY
AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS
YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF
CONDITION 9.1 (LIMITATION OF LIABILITY).**

1. INTERPRETATION

1.1. The definitions and rules of interpretation set out in this condition 1.1 shall, unless the context otherwise admits, apply in this Agreement:

"Agreed Fees"	means the fee agreed between You and Us (or the applicable TWPN marketing company) from time to time;
"Agreement":	means the contract between Us and You for the supply of Services in accordance with these terms and conditions;
"Application Form":	has the meaning given in condition 3.1;
"Client", "Customer":	means any person, individual or company who or which signs up to the Website and registers with us in order to use the Website or otherwise uses the Website;
"Customer Data":	means all personal data and other information relating to Customers;
"Effective Date"	has the meaning given in condition 3.1;
"Electronic automated invoicing facility":	means Our electronic automated invoicing facility to be used in relation to all payments due to Us under this Agreement and for Customer / Client tracking and logging purposes;
"Geographical Region":	means the geographical region agreed between You and Us (or the applicable TWPN marketing company);
"Intellectual property rights":	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business, and domain names, rights in trade dress or get-up, rights in goodwill, or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Maintaining relations":	means communicating with, assisting, updating and responding promptly to any Customer, always in a polite manner and generally treating the Customer as if the Customer was one of Your own clients or customers;

- "Monthly status report":** means Our standard electronic monthly report to be in the form attached to this Agreement or as provided to You upon acknowledgment of this Agreement;
- "parties"** means Us and You;
- "Resource/Service Partner":** Means the individual or company wishing to sell services on Our Website;
- "Services", "Our Services":** means the referral service provided by Us, as described in further detail in condition 4;
- "Transaction":** means the sale of Your Services to a Customer or any other Website visitor (for the avoidance of doubt, meaning that the visitor has clicked Your logo or Your URL and has purchased Your products or services via Our Website);
- "TWPN Brand":** the 'TWPN' and 'The World Property Network' brands and all representations of the 'TWPN' and 'The World Property Network' trade marks, including logos, devices, domain names and other Intellectual property rights used by Us from time to time;
- "TWPN marketing company":** means a company which is an affiliate or licensee of TWPN;
- "Us", "Our", "We":** refers to TWPN (UK) Limited trading as "[TWPN.com](http://www.twpn.com)" (company number 10312633), a company registered in England and Wales and our registered office and trading address is at Victoria House, 18 Dalston Gardens, Stanmore, England, HA7 1BU. Our VAT number is 265938459. We operate the website <http://www.twpn.com>;
- "Website":** means www.TWPN.com or www.TheWorldPropertyNetwork.com or any other websites or mobile applications that We or any our affiliates shall operate from time to time;
- "You", "Your":** refers to you as the person, company or organisation who agrees to promote and advertise the Properties on the Website in accordance with the terms of this Agreement;
- "Your Services":** means Your services or products showcased or advertised by You on Our Website; and
- "Year":** means the twelve (12) month period commencing on the Effective Date and each successive twelve (12) month period thereafter commencing on an anniversary of the Effective Date.

- 1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. If You are based, or any of Your Services are provided, in a jurisdiction outside the United Kingdom, any reference in this Agreement to an event, procedure or piece of legislation shall, where appropriate, be construed

as a reference to any equivalent or analogous event, procedure or legislation in that jurisdiction.

- 1.3. Words in the singular include the plural and in the plural include the singular.
- 1.4. A reference to one gender includes a reference to the other gender.
- 1.5. Condition, schedule and paragraph headings do not affect the interpretation of these conditions.
- 1.6. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.7. Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.8. Reference to terms and / or conditions are to the conditions of this Agreement.

2. **APPLICATION OF CONDITIONS**

- 2.1. The agreement between Us and You shall be on these Service Partners and Resources Terms and Conditions (the "Conditions") to the exclusion of all other terms and conditions, including any other terms or conditions that you seek to impose or incorporate (including any other terms or conditions endorsed on, delivered with, referred to in, or contained in, Your acceptance of these terms and conditions), or any other terms and conditions which are implied by law, trade custom, practice or course of dealing.
- 2.2. These Conditions shall apply to all of Our relations with You and any variation to these Conditions and any representations about the services provided by Us shall have no effect unless expressly agreed by Us or on Our behalf in writing. The Agreement is the entire agreement between You and Us in relation to its subject matter. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty which is not set out in this Agreement.
- 2.3. These Conditions and the Agreement are made only in the English language.
- 2.4. You should print off a copy of these Conditions or save them for future reference.

3. **COMMENCEMENT AND DURATION**

- 3.1. The form titled 'Service Partners and Resources Membership Application Form' submitted by You via the Website ("**Application Form**") constitutes an offer by You to purchase the Services in accordance with these Conditions. Your Application Form shall be deemed to have been accepted by Us upon our written acceptance of the mutual commercial agreement between You and Us, at which point the Agreement shall come into existence (being the "**Effective Date**").
- 3.2. Unless terminated in accordance with condition 12, this Agreement shall remain in effect for a period of one year from the Effective Date and shall continue

thereafter unless the Agreement is terminated by one of the parties giving to the other not less than three months' written notice.

4. SCOPE OF THER AGREEMENT

- 4.1. We will allow You to advertise and showcase Your Services on the Website.
- 4.2. It is agreed that, where any Transaction has been entered into You with a Customer and that Customer has been linked to You via the Website, the Agreed Fee will be payable by You to Us for that Transaction.

5. OUR SERVICES

- 5.1. We shall use reasonable endeavours to provide and maintain the Website but make no representation or warranty that Your access to the Website will be uninterrupted or error free at all times or that the Website will be free from error, computer viruses, infection and/or similar code.
- 5.2. We make no guarantee that the Website or information available on the Website complies with laws other than those of England and Wales.
- 5.3. We shall allow You to upload details of and showcase Your Services on the Website in accordance with Our instructions from time to time. We do not warrant that any Transaction will result from You uploading details of or showcasing Your Services on the Website.
- 5.4. We shall obtain various personal contact details for each Customer in accordance with our Site Visitor Terms and Conditions and our Privacy Policy and will automatically log and/or keep an internal record of all Customer Data provided by Us to You via the Website.
- 5.5. We do not verify or guarantee any Customer's details which are provided to You and accept no responsibility as to the suitability of any Customer.

6. YOUR OBLIGATIONS

- 6.1. You hereby represent and warrant to Us that You have the power to enter into, perform and deliver, and You have taken all necessary action to authorise the entry into, performance and delivery of, this Agreement and that this Agreement, when executed, will constitute Your legal, valid and binding obligation. You further represent and warrant that you are not acting as a consumer as defined in the Consumer Rights Act 2015 (as amended from time to time).
- 6.2. You have entered into this Agreement in order to advertise and showcase Your Services from the applicable Geographical Region and You will be required to enter into a separate agreement with Us for each additional geographical region in which Your Services are located.
- 6.3. You agree to upload details of and showcase all of Your Services on the Website in the form and format required by Us. You must not include your full postal address within the description of Your Service.

- 6.4. You represent and warrant that all information provided by You to Us and/or uploaded onto the Website is complete, accurate and up-to-date at all times.
- 6.5. You agree that it is Your responsibility to keep the details of Your Services accurate and up-to-date at all times and You shall ensure that any changes to the status of Your Services advertised or showcased on the Website are made as soon as reasonably practicable following the relevant change taking place.
- 6.6. You agree that You will provide Us with a written Monthly Status Report (on the last day of each calendar month) of all Transactions entered into or completed with any Customers linked to You from the Website via URL clicks, email enquiries or leads converted.
- 6.7. You shall not, without Our prior written consent, at any time during the term of this Agreement and for a period of 6 months after the termination of this Agreement, solicit or entice away from Us or employ or attempt to employ any person who is, or has been, engaged as an employee or contractor, consultant or freelancer of Ours.
- 6.8. Any consent given by Us in accordance with condition 6.7 shall be subject to You paying to Us a sum equivalent to 20% of the then current annual remuneration of Our employee, contractor, consultant or freelancer or, if higher, 20% of the annual remuneration to be paid by You to that employee, contractor, consultant or freelancer.
- 6.9. You agree not to use any of the Services provided by Us, including but not limited to the Website, for any improper, immoral, offensive, abusive, indecent, obscene, malicious or unlawful purpose and must ensure that any information or materials uploaded by You onto the Website is not defamatory, misleading, deceptive, unlawful, harmful, threatening, obscene, harassing or in breach of any copyright or other Intellectual Property Rights or in any other way infringing of any third party's rights.
- 6.10. You agree not to use any of the Services provided by Us, including but not limited to the Website, to send or distribute multiple unsolicited emails or messages (i.e. 'spam') or to cause any other person annoyance, inconvenience or worry.
- 6.11. You agree to provide Us free of charge with all information, materials and co-operation which We may reasonably require from time to time to enable Us to perform and observe Our obligations under this Agreement.
- 6.12. By entering into this Agreement You hereby grant to Us an irrevocable, fully paid-up worldwide, royalty-free licence to use, copy and adapt for any purpose all of the information provided by You (or on Your behalf) to Us including, without limitation, the information, photographs and other materials relating to Your Services.
- 6.13. You represent and warrant that You will at all times during the term of this Agreement comply with all applicable legislation and regulations including, without limitation and any guidelines and/or codes issued by any relevant trade organisation or authority.
- 6.14. You will not make any reference to Us or the Website or use Our logo in any document (including promotional or merchandising material) without Our prior written consent.

- 6.15. You agree that You will not include links to the Website in any other website without Our prior written consent, In particular (but without limiting the foregoing) You must not include in any other website any "deep link" (whether by hypertext linking, deep-linking, framing, tagging or otherwise) to any page on the Website other than the homepage without Our prior written consent.
- 6.16. You acknowledge that We shall be entitled, at any time and without incurring any liability to You, to amend, change, move or remove the details of any of Your Services if:
- (a) such details breach or are likely to breach any applicable law or regulation;
 - (b) You have breached any term of this Agreement;
 - (c) We reasonably believe that it is necessary or desirable to improve the operation or presentation of the Website.
- 6.17. You will indemnify Us and keep Us indemnified from and against any and all loss (including any direct, indirect or consequential losses, loss of profit and/or loss of reputation), damage or liability, including any legal fees and costs reasonably incurred by Us, arising directly or indirectly from Your fraud, negligence, failure to perform or delay in the performance of any of Your obligations under this Agreement, any other breach by You of this Agreement, including any breaches caused by any act, neglect or default of Your agents, employees or sub-contractors, or Your use of, or conduct on, the Website or the services on the Website in breach of this Agreement
- 6.18. On the Effective Date, you agree to set up a unique inbound URL that is 'tagged' to Us in order for Us to track all Transactions for the sole purpose of quality control and invoicing. This process is to enable Us to cross-reference and independently check all electronic communications emanating from Our Website.
- 6.19. You agree to use and complete Our Electronic Automated Invoicing Facility for all payments that are due to Us under this Agreement and for logging and tracking all Customer activities. You also agree to use Our Customer status reports in the Website's back-end administration section for all activity relating to our Customer / client interface and communications.

7. CHARGES AND PAYMENT

- 7.1. You agree to pay to Us (or, where you have entered into an agreement with a TWP marketing company and as directed by Us, the applicable TWP marketing company) the Agreed Fees at the end of the calendar month in which You receive Your commission and/or fees in relation to the applicable Transaction, and You will simultaneously provide documentary evidence of the commission and/or fees received by You.
- 7.2. In the event of late payment by You of any money due to Us (or the applicable TWP marketing company) under this Agreement, You shall in addition pay interest to Us (or the applicable TWP marketing company) (after as well as before judgment) on all outstanding sums at the annual rate of 4% above the Bank of England base rate from time to time (or, at Our discretion, 4% above the base rate of an equivalent bank in the applicable Geographical Region to

which this Agreement relates) from the due date for payment until the actual date of payment.

- 7.3. Subject to condition 7.4 below, while any money due to Us (or the applicable TWPN marketing company) under this Agreement is outstanding, We shall be entitled, until such time as full payment is received by Us (or the applicable TWPN marketing company), to suspend this Agreement and temporarily remove all of Your Services from the Website without incurring any liability to You. We shall restore Your Services on to the Website as soon as is reasonably practicable after We (or the applicable TWPN marketing company) receive full payment of all monies owed.
- 7.4. We shall be entitled at any time without limiting Our other rights and without incurring any liability to You to terminate this Agreement and permanently delete Your Services should You fail to make any payment to Us (or the applicable TWPN marketing company) when due on more than one occasion.
- 7.5. Should You continue to be late in paying any amounts due to Us (or the applicable TWPN marketing company) under this Agreement, We shall be entitled to require You to place a specified amount of money on account before We allow You to make further use of the Website or Our services under this Agreement.
- 7.6. Subject to the performance by You of all of Your obligations under this Agreement, We may allow You credit up to and in accordance with the provisions of the credit limit agreed between You and Us from time to time.
- 7.7. Our Agreed Fees are exclusive of VAT (or equivalent sales taxes). Where VAT (or equivalent sales taxes) are payable in respect of some or all of our Services, You will pay Us (or the applicable TWPN marketing company) such additional amounts in respect of VAT (or equivalent sales taxes), at the applicable rate, as the same time as you pay the Agreed Fees. For the avoidance of doubt, you are responsible for your own tax liabilities within your countries of operation.
- 7.8. We shall each pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding tax as required by law, provided that, if any such withholding or deduction is required, the party making such withholding or deduction shall, when making the payment to which the withholding or deduction relates, pay to the other party such additional amount as will ensure that party receives the same total amount that it would have received if no such withholding or deduction had been required.
- 7.9. Any payments due under the terms of this Agreement which are expressed to be due by You to Us (or the applicable TWPN marketing company) in the lawful currency for the time being of the United Kingdom may be made in the lawful currency for the time being of the territory in which the relevant Property is situated, provided that, following the conversion by Us of such payments into the lawful currency for the being of the United Kingdom at the exchange rate prevailing on the date of such conversion, We (or the applicable TWPN marketing company) do not receive an amount which is less than the required sum.

7.10. All payments to be made under the terms of this Agreement must be made by electronic or telegraphic transfer of funds.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All Intellectual Property Rights and all other rights in the Website and otherwise arising out of or in connection with the Services (excluding, for the avoidance of doubt, any Intellectual Property Rights in information or materials that you upload to the Website), including all Intellectual Property Rights in and to the TWP Brand, shall be owned by Us and nothing in this Agreement shall grant You any right, title or interest in the same.
- 8.2. You agree not to do any act or omit to do any act which is in any way detrimental to Our Intellectual Property Rights.
- 8.3. You agree not to use Our Intellectual Property Rights otherwise than as permitted by this Agreement, and You agree to indemnify Us for any loss incurred as a result of any misuse.
- 8.4. You grant Us a non-exclusive licence for the Term of this Agreement to use Your logo(s) on the Website.

9. CONFIDENTIALITY

- 9.1. Each party (the "Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (the "Disclosing Party"), the Disclosing Party's employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business or products or the Customers which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging its obligations, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party under this Agreement. The Receiving Party shall only use the Disclosing Party's confidential information for the purpose of fulfilling the Receiving Party's obligations under this Agreement.
- 9.2. Each party shall keep in strict confidence the terms and subject matter of this Agreement (as the same may be amended or varied from time to time) and the subject matter of any negotiations between the parties including, without limitation, the amount of the Agreed Fees.
- 9.3. All data supplied by Us to You shall, at all times, be and remain Our exclusive property, but shall be held by You in safe custody at Your own risk and maintained and kept in good condition by You and shall not be disposed of or used other than in accordance with Our written instructions or authorisation.
- 9.4. This condition 9 shall survive the termination of this Agreement however arising.

10. LIMITATION OF LIABILITY - YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION

- 10.1. This condition 10 sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of:
- (a) any breach of this Agreement;
 - (b) any use made by You of the services provided by Us or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 10.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 10.3. Nothing in these conditions limits or excludes Our liability:
- (a) for death or personal injury resulting from negligence;
 - (b) for any damage or liability incurred by You as a result of Our fraud or fraudulent misrepresentation; or
 - (c) for any other liability which cannot be limited or excluded under applicable law.
- 10.4. Subject to condition 10.3, We shall not be liable, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise arising under or in connection with this Agreement for:
- (a) loss of profits; or
 - (b) loss of sales or business; or
 - (c) depletion of goodwill and/or similar losses; or
 - (d) loss of anticipated savings; or
 - (e) loss of goods; or
 - (f) loss of agreements or contracts or
 - (g) loss of use; or
 - (h) loss of corruption of software, data or information; or
 - (i) any special, indirect, consequential or punitive loss (whether or not You had been advised of the possibility of any such loss arising).
- 10.5. In addition to condition 10.4, We will not be liable under this Agreement for any failure or delay in performing Our obligations to the extent that such liability, failure or delay is caused by any breach by You or Your agents, employees or sub-contractors of Your obligations under this Agreement.
- 10.6. Our total liability, whether in contract, tort (including negligence or breach of statutory duty), breach of statutory duty or otherwise arising under or in connection with this Agreement in each Year shall be limited to the amount paid to Us by You in the relevant Year.
- 10.7. Unless You notify us that You intend to make a claim in connection with this Agreement in respect of an event within the period of twelve (12) months beginning on the date on which You became aware, or ought reasonably to have

become aware of, Your having grounds to make a claim in respect of the event, We shall have no liability for that event. Notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

10.8. This condition 10 shall survive termination of this Agreement.

11. DATA PROTECTION

11.1. For the purposes of this condition 11:

- (a) "**Application Data Protection Legislation**" means: all applicable data protection and privacy legislation in force from time to time which apply to a party relating to the use of Personal Data, including the GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- (b) "**data controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organizational measures**" have the meaning as set out in the Applicable Data Protection Legislation; and
- (c) "**GDPR**" means the General Data Protection Regulation ((EU 2016/679)) as amended.

11.2. We are, and remain, the data controller of Customer Data in Our possession. In order to provide the Services, We will transfer Customer Data to You subject to the terms of this Condition 10. You acknowledge that you are a data controller of all copies of Customer Data made available to you by Us.

11.3. We and You will each comply with, and shall ensure that our employees, agents and sub-contractors comply with, all Applicable Data Protection Legislation regarding Customer Data. You agree to ensure that You only process Customer Data where You have a lawful basis to do as set out in Applicable Data Protection Law.

11.4. We and You each warrant to take appropriate technical and organizational measures (taking into account the state of technological development, the costs of implementation and the nature, scope, context and purposes of processing) against the unauthorized and unlawful processing of Customer Data and will take reasonable steps to ensure compliance with such measures.

11.5. You shall notify Us:

- (a) promptly upon receiving any notice or communication from the Information Commissioner's Office relating directly to the Customer Data or the processing of Customer Data under the terms of or relating to this Agreement;
- (b) within 24 hours of becoming aware of a breach relating to any such Customer Data, provide Us with sufficient information to allow Us to determine if We are required to submit a report in accordance with Article 23 of GDPR and such further information as may be necessary to submit that report and notify the affected data subjects in accordance with Article 34 of GDPR. You will provide all such assistance and information as we may require in relation to a data security breach as soon as possible and in sufficient time before the end of the

72-hour reporting period under Article 33 of GDPR and/or the end of the time period in which We intend to notify affected data subjects.

- 11.6. You will indemnify Us and keep Us indemnified from and against any and all loss (including any direct, indirect or consequential losses, loss of profit and/or loss of reputation), damage or liability, including any legal fees and costs reasonably incurred by Us, arising directly or indirectly from your breach of this condition 11.
- 11.7. We reserve the right, in accordance with Our legitimate interest, to submit details of Your name, address and payment record to a credit reference agency in order to verify your ability to make the required payments under this Agreement.

12. TERMINATION

- 12.1. In addition to the parties' rights to terminate this Agreement in condition 3.2, either party may terminate this Agreement immediately on giving notice to the other if:
- (a) the other party commits a material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
 - (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - (d) a receiver is appointed in respect of any of the other party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - (f) the other party ceases, or threatens to cease, to trade; or
 - (g) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 12.2. We may terminate this Agreement with immediate effect if:
- (a) any payments due to Us under the terms of this Agreement remain unpaid after becoming due; or

- (b) Your financial situation deteriorates to such an extent that, in Our reasonable opinion, Your capability to fulfil your obligations under this Agreement has materially reduced; or
 - (c) you undergo a change of control (where "control" means ownership of more than 50% of Your share capital).
- 12.3. You shall, immediately upon termination of this Agreement, be liable to pay to Us all outstanding amounts due to Us.
- 12.4. You shall, immediately upon termination of this Agreement and at Our discretion, either return to Us or destroy all information provided by Us to You including, without limitation, all Customer Data and any other information and contact details in relation to any Customer.
- 12.5. Termination of the Contract will not affect Your or Our rights and remedies that have accrued as at termination.
- 12.6. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

13. FORCE MAJEURE

- 13.1. We shall have no liability to You under this Agreement if We are prevented from or delayed in performing Our obligations under this Agreement or from carrying on business by any act, event, omission or accident beyond Our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving Our workforce or the workforce of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, storm, epidemic or pandemic (a "**Force Majeure Event**").
- 13.2. If a Force Majeure Event occurs that affects the performance of our obligations under this Agreement:
- (a) we will contact you as soon as reasonably possible to notify you of the Force Majeure Event;
 - (b) our obligations under this Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure Event; and
 - (c) you may terminate this Agreement by giving us notice in writing if We are prevented from or delayed in performing Our obligations under this Agreement for more than thirty (30) days.

14. VARIATION

We reserve the right to amend these terms and conditions, including terms relating to fees, at any time by amending them on the Website. You will be notified of the amendments at least 7 days prior to the change taking effect. The then current version of these terms and conditions will apply whenever

You use the Website, provided that if You notify Us in writing that you object to the amendments prior to the date on which the amendments take effect, and if, acting reasonably, the parties are unable to resolve Your objection within 7 days of your notice of objection being received, either party may terminate this Agreement by serving written notice on the other party no later than 7 days after the amendment took effect.

15. WAIVER

- 15.1. A waiver of any right or remedy under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. A waiver shall not be deemed a waiver of any subsequent right or remedy.
- 15.2. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.3. Unless specifically provided otherwise, rights under this Agreement are cumulative and do not exclude rights provided by law.

16. SEVERANCE

- 16.1. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 16.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
- 16.3. The parties agree, in the circumstances referred to in condition 16.1 and if condition 16.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. While an attempt at substitution is made the obligations of the parties under any invalid or unenforceable provision of this Agreement shall be suspended.

17. STATUS OF PRE-CONTRACTUAL STATEMENTS

- 17.1. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty, or understanding (whether in writing or not) of any person (whether a party to these terms and conditions or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

17.2. This Agreement represents the entire agreement between the parties in relation to the subject matter hereof and supersedes and replaces any prior written or oral agreements, representations or understanding between them relating to such subject matter.

18. ASSIGNMENT

18.1. You shall not, without Our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under this Agreement.

18.2. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of Our rights of obligations under this Agreement.

19. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. RIGHTS OF THIRD PARTIES

This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and nothing in this Agreement shall confer any benefit on any third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21. THIRD PARTY LIABILITY

We do not accept liability for services provided by a third party including but not limited to, third party equipment or system failure, internet service providers failure, mobile network providers and telecom service providers failure. We do not accept responsibility for the quality of the data uploaded to the Website by You or any third party on Your behalf. You acknowledge that transmission of data over the internet can be subject to errors and delays.

22. NOTICES

22.1. All notices or other communications relating to this Agreement shall be given in writing or any of the methods below and deemed to have been duly given:

- (a) to Us if sent by: (i) hand or first class recorded post to TWPAN (UK) Limited, Victoria House, 18 Dalston Gardens, Stanmore, England, HA7 1BU, United Kingdom; or (ii) facsimile or electronic mail to support@TWPAN.com with letter attachment; or

(b) to You at the address or relevant facsimile number or electronic mail address as You may from time to time advise by written notice to Us.

22.2. Notice shall be deemed to have been received:

- (a) if sent by first class recorded post two working days following the date of dispatch; or
- (b) if sent by facsimile, hand or electronic mail simultaneously with delivery or confirmation of receipt of delivery if during normal office hours and if not then at 9.00am on the next working day

22.3. Either party may, by at least fifteen (15) days' notice to the other party, change its business address, postal box, electronic mail address or fax numbers. Communication shall thereafter be sufficiently given if sent as provided to the destinations specified in such notice of change.

23. GOVERNING LAW AND JURISDICTION

23.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the laws of England and Wales.

23.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

23.3. Nothing in this condition 23 limits Our right to bring proceedings against You in connection with this Agreement:

- (a) in any other court of competent jurisdiction; or
- (b) concurrently in more than one jurisdiction,

Where We consider that the raising of such proceedings is necessary or desirable for the protection or enforcement of Our rights under this Agreement.

-END-