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## TERMS AND CONDITIONS

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### 1. **The Service Provider's Service Agreement**

This agreement applies between you, (the User), of this Web Site and any Services provided by Cavendish Communication Projects Ltd t/a WisePay (The Service Provider) to you.

This agreement describes the terms and conditions for using the Service Provider's Products and Services. Please read this agreement carefully. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of this Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using this Web Site or any other Service immediately.

We reserve the right, at our discretion to update and or revise these Terms and Conditions. Therefore, please check periodically for any such changes.

Our registered office is Chancery House, 30 St John's Road, Woking, Surrey, GU21 7SA. Our company registration number is: 3274469.

### 2. **Age Restrictions**

Persons under the age of 18 should use this Web Site and our Services only with the supervision of an Adult. Payment Information must be provided by or with the permission of an Adult.

### 3. **Our Duties**

The Service Provider will endeavour to provide the availability of our Services on a continuous basis to the User. However, there may be times when a Service is unavailable through routine maintenance, corrective action or circumstances outside the control of the Service Provider and we do not guarantee the availability of any Service. In such instances, the Service Provider cannot be held liable for any downtime or difficulties that may be incurred accessing or using any Service.

### 4. **Intellectual Property**

Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on this Web Site, unless uploaded by users or 3<sup>rd</sup> parties, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the Service Provider. By continuing to use this Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

Subject to Clause 5 you may not reproduce, copy, distribute, store or in any other fashion re-use material from this Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by The Service Provider in writing.

### 5. **Third Party Intellectual Property**

Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

You may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on this Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.

### 6. **Links to Other Web Sites**

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of the Service Provider. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

7. **Links to this Web Site**

The Service Provider does not allow without prior written permission the linking of this web site to any other web site.

8. **Use of Communications Facilities**

When using the enquiry form or any communication Services provided by the Service Provider you should do so in accordance with the following rules:

- You must not use obscene or vulgar language;
- You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
- You must not submit Content that is intended to promote or incite violence;
- It is advised that submissions are made using the English language as we may be unable to respond to enquiries submitted in any other languages;
- The means by which you identify yourself must not violate these terms of use or any applicable laws;
- You must not impersonate other people, particularly employees and representatives of the Service Provider;
- You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".

You acknowledge that the Service Provider reserves the right to monitor any and all communications made to us or using our Services.

9. **Your Account**

In order to purchase Goods or Services on this Web Site and to use the any other facilities you are required to a) either create an Account or b) use the Account provided to you.

Your Account may contain certain personal details and payment information which may vary based upon your use of the Web Site. We do not require payment information until you wish to make a purchase. By continuing to use this Web Site you represent and warrant that:

- you accept responsibility for the information that you provide to the Service Provider;
- you have permission to submit payment information where permission may be required;
- you do not use any payment card illegally or not issued to you;
- you will keep all information accurate and up-to-date and;
- all information you submit is accurate and truthful.

Your creation of an Account or use of any Account provided to you is further affirmation of your representation and warranty that you are aware of and agree to the above.

It is recommended that you do not share your Account details, particularly your username and password. The Service Provider accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

You acknowledge that the Service Provider reserves the right to monitor any and all communications made to us or using our Services.

If you have reason to believe that your Account details have been obtained by another without consent, you should immediately change your password and access to the Service.

10. **Goods, Pricing, Availability and Delivery**

Unless explicitly stated, the Service Provider is not responsible for the Goods, Pricing, Availability and Delivery of any product that you may purchase through this web site. For the avoidance of any doubt the purchase and payment is between you and the 3<sup>rd</sup> party and you are not paying the Service Provider.

11. **What we do with your Information**

Any personal information that we collect from any Service that we provide to the User will be used in accordance with the Data Protection Act 1998. The details that we collect will be used as follows:

- To provide our Services to you the User.
- To comply with legal requirements.
- We may use your own email address or mobile number to send you information on our other products and services or to provide you reminder updates related to information that is available to you on this web site. In such a case you will be provided the option to opt out of such communication.
- We may pass your details on to another organisation to supply/deliver the products or services you have purchased and to enable them to provide the service to you.

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

The Service Provider reserves the right to change this Web Site, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Web Site following the changes.

13. **Availability of the Web Site**

The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

14. **Limitation of Liability**

The Service Provider accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of this Web Site, any of the Service Provider's Services or any information contained therein. Users should be aware that they use the Web Site and its content at their own risk.

15. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

16. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

17. **Law and Jurisdiction**

These terms and conditions shall be governed by and construed in accordance with the Law of England and Wales.