

GENERAL TERMS AND CONDITIONS OF SERVICE

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Meds (UK) Enterprises Ltd. Hereto also referred to as Meds (UK).

THE FOLLOWING TERMS GOVERN OUR AGREEMENT TO PROVIDE SERVICES TO YOU AS THE CUSTOMER. IT IS IMPORTANT THAT YOU READ THESE IN FULL AND CAREFULLY.

BY NATURE OF HAVING A Meds (UK) ACCOUNT YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

General Terms and Conditions

These General Terms & Conditions together with any Specific Terms and Conditions for your Services and the Acceptable Use Policy form the Agreement between You and Us. If any of these General Terms & Conditions are inconsistent with any Specific Terms and Conditions for your Services, then the Specific Terms & Conditions shall prevail.

By signing up for the Services you warrant that you are capable of entering into a binding contract; or are acting with the express permission of a person or organisation and using the payment details of that person and that they also agree to be bound by the terms of this Agreement. You also agree to comply and adhere to any and all applicable laws and regulations in relation to this Agreement.

Age Condition

You certify that by purchasing any of our products from this website that you are 18 years or older.

Definitions

"Acceptable Use Policy" means the Meds (UK) policy which forms part of this Agreement and sets out the remit for your use of the Services.

"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" means a request made by a customer for Services to be supplied pursuant to the terms of this Agreement.

"Services" means the services and or products to be provided by Meds (UK)

"Us" means Meds (UK) Enterprises Ltd, a company registered in England and Wales under company number 08348769 and our registered office is at Tadcaster Business Park, Commer House, Station Road, Tadcaster, North Yorkshire, LS24 9JF, United Kingdom.

"You" means the person or company who purchases services from Meds (UK)

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1. Commencement of this Agreement

This Agreement will only commence when we provide You with written confirmation that your Order has been accepted.

2. Supply of Services

2.1 We agree to supply the Services to You in accordance with the terms set out in this Agreement.

2.2 We will endeavour to supply the Services to You as soon as reasonably practicable and in the event that we become aware of any reason for delay we shall notify You.

3. Duration and Renewal of Services

3.1 Unless otherwise specified, Services are provided for a minimum contract term of 12 months and unless cancelled in accordance with Clause 4 below will automatically be renewed for the billing period You chose on sign up.

3.2 In the event a FREE domain (subject to availability) is included with the purchase of a new package with a 12 month minimum term contract, you must add the domain to your basket before purchase. This free domain offer applies only to the contract term of the initial purchase. After the contract term of the initial purchase, domains purchased through this offer will renew at the regular price.

4. Cancellation

4.1 When entering into this Agreement as a consumer (not in the course of conducting business) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations") applies. In accordance with the Regulations we must not commence the supply of our Services to You for a period ending 14 days after your order is accepted by Us, unless You expressly agree for Us to commence service sooner.

4.2 Please note that by signing up for our Services You expressly agree to us commencing supply of your Services before the cancellation period has expired. As a result, You will not have the right to cancel this Agreement under the Regulations.

4.3 For the avoidance of doubt, if You use the Services in the course of business, You will be treated as a non-consumer and statutory consumer protection will not apply to this Agreement.

4.4 You are entitled to cancel the Services by contacting Us no less than 1 working day prior to the renewal date for your Services. Any request to cancel the Services will be actioned at the end of the current billing period. Once we accept your cancellation request You will be provided with written confirmation of cancellation. Cancellation requests will not be deemed to have been received and accepted until we have issued our written confirmation to You.

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4.5 We reserve the right to cancel and/or suspend the Services at any time without prior notice if you breach any of the terms of this Agreement.

5. Registration of Domain Name(s)

5.1 The Company does not accept responsibility nor does it make any warranty that the domain name(s) requested by the Customer will be accepted for registration in the register of the Naming Organisation nor will it be liable for any costs the Customer incurred if the application for Registration is unsuccessful. The Company does not accept responsibility for any liability to third parties for breach of their Intellectual Property Rights in relation to the domain name(s) requested by the Customer.

5.2 Upon successful Registration the Company will host the Customer's domain name(s) for the Initial Registration Period and for such time as it remains validly registered to the Customer subject to such rules of the respective Naming Organisation as are in force from time to time and which can be assessed through <http://registrarterms.medsuk.co.uk>

5.3 Notwithstanding Clause 5.2, the Company reserves the right to suspend or to cancel any application for Registration or refuse to host a domain name(s) in the circumstances set out in Clause 4.5 of this Agreement.

5.4 Once we fulfil your domain order we shall notify you of the successful registration of the domain name(s). We will host your domain name(s) for the initial pre-paid registration/billing periods and for all future registration/billing periods. Unless terminated at the end of each registration period your domain name will automatically renew for an additional registration period and you further authorise Meds (UK) to debit your account for the renewal fees associated with such renewal registration period and any related fees or charges. Your account will be automatically charged at the beginning of each registration/billing cycle, for the entire cycle. Meds (UK)'s current renewal fees can be reviewed here: [Meds \(UK\) Domain Pricing](#)

5.5 The Customer acknowledges that any disputes arising out of the use of its domain name(s) requested by the customer will be resolved for .uk domains in accordance with the Nominet UK Dispute Resolution Service which can be accessed at <http://www.nic.uk/ref/drs.html> and for .com, .net and .org as well as .info.biz and .name domains in accordance with the UDRP which can be accessed at <http://www.ican.org/udrp.html> which may impose restrictions on the termination or transfer of the domain name(s) with its current host during or pending during the settlement of such a dispute. Any disputes must be referred to the compliance department compliance@medsuk.co.uk

5.6 The Customer shall be permitted to transfer his domain name(s) to another host other than the Company upon termination of this Agreement in accordance with Clause 4.

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5.7 The Customer agrees and accepts that for reasons of security the Company will apply a transfer lock to protect the transfer of a domain name. The Customer will nevertheless be able to remove the transfer lock in order to allow a transfer of a domain which has been applied for by third parties.

5.8 You acknowledge and agree that Meds (UK) or its agents, assigns or licensees may, upon registration of your domain name, associate any data of any kind, in Meds (UK)'s sole discretion, with the Domain Name registered in association with Your Web Site or any URL incorporating said Domain Name until you replace such data with the Web Site. This paragraph shall apply to any and all web pages generated by Meds (UK), whether in connection with HTML standard response codes or otherwise, including but not limited to 404 webpages.

6. 30 DAY MONEY BACK GUARANTEE

6.1 Money Back Guarantee claims must be received within 30 days from the initial date of order.

6.2 Limitations

The 30 Day Money Back Guarantee applies to, Hosting, Server, Mail and eShop packages and is limited to the refund of setup fee, monthly fee of the first billing cycle, and any additional or optional Services or features added from the Control Panel by the Customer.

The 30 Day Money Back Guarantee does not apply to new orders of domain packages, new orders of additional domains added from the Control Panel by the Customer, Meds (UK)Dynamic Cloud Server performance features on top of the minimum configuration, Meds (UK) ANPR Service, Meds (UK) Face recognition Service, Meds (UK) Forecourt Watch, any third party licenses, and Meds (UK)Search Engine Marketing packages.

6.3 Miscellaneous

A Customer switching from one Meds (UK) package to another Meds (UK) package shall be deemed to have exhausted the 30-day period, and shall no longer be eligible for the 30 Day Money Back Guarantee.

A Customer may only use the 30 Day Money Back Guarantee once, and for only one account.

The 30 Day Money Back Guarantee does not apply to certain offers and promotions including, but not limited to, packages ordered with the software bundle and Best Buy campaigns which usually comes with Minimum Term Contracts. The Company recommends that the Customer checks the Terms & Conditions applicable to the offer before placing an order.

The 30 Day Money Back Guarantee is not available where the Customer has breached any part of these General Terms & Conditions including but not limited to an account that has been suspended or terminated as a result of such breach.

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7. Refunds

7.1 All fees are payable in advance and are non-refundable.

7.2 If we choose to cancel the Services we provide to You for any reason other than a breach of the terms of this Agreement by You, we will refund You on a pro rata basis.

7.3 In the event that Services are suspended temporarily or that any features, applications, scripts or programs are deactivated in order to ensure the stable operation and integrity of the Services You will not be entitled to a refund.

8. Payments

8.1 Payment in respect of all Services is on demand.

8.2 We will automatically generate an invoice in respect of the next period unless the Services have been cancelled in accordance with clause 4 above. All invoices are delivered electronically and are available via the Customer Control Panel at <https://contract.medsuk.co.uk/>. You are responsible for checking receipt of all invoices. No hard copy invoices will be sent by post.

8.3 Payment will be taken automatically following delivery of your invoice and will be non-refundable. In the event that any automatic payment should fail, the invoice will be considered overdue and immediately payable.

8.4 We reserve the right to change the prices and/or nature of our Services by giving You 30 days written notice of those changes. Notice of changes to prices and/or Services will be given by email to the email address we hold for your account. Any price change will take effect automatically upon a renewal of the Agreement.

8.5 All payments must be made in UK pounds sterling, inclusive of applicable taxes. Payments can only be made by a valid Credit/Debit Card, Direct Debit or through Paypal.

8.6 You warrant that You are authorised to use your chosen method of payment. If You are not the named cardholder, You acknowledge that You and the named cardholder both agree to be bound by the terms of this Agreement and are jointly and severally liable for all payments under this Agreement. You agree to indemnify and hold Us harmless in the event that the cardholder or issuer declines any payments to Us including all of our costs in administering your non-payment and obtaining the payment due to Us by You.

8.7 We reserve the right to suspend all Services until payment is received in full and all outstanding charges are cleared. Any non-payment of a recurring invoice may be subject to an administration charge. You are responsible for all money owed to Us under the terms of this Agreement until it is terminated. You are also responsible for any additional costs incurred by Us in taking steps to recover any sums due by You.

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8.8 You will pay any Additional Charges as may be required from time to time by Us for reactivation of the Services due to disconnection.

8.9 You are required to provide Us with valid contact details and a valid payment method at all times during the term of this Agreement. If any of this information is found to be invalid, we reserve the right to suspend access to your account.

8.10 If your chosen payment method is cancelled or changed for any reason then You must notify Us immediately and provide Us with details of an alternative payment method.

8.11 Payments processed by third parties are also subject to those third parties' terms and conditions of service and we make no representations and provide no warranties with respect to those third party services.

8.12 You shall not be entitled to set off a credit against any amount owed to Us pursuant to the Agreement.

8.13 If You fail to pay all sums due to Us, we reserve the right to interrupt, suspend or cancel your Services. Such action is without prejudice to our right to recover any and all outstanding sums from You and your obligation to pay the same to Us.

8.14 We reserve the right to pass your debt onto a third party debt recovery agent and You accept all liability for the recovery of our costs from You.

9. Chargebacks

If You withdraw any payments made via a bank, credit card or third party payment method (a "chargeback"), we reserve the right to interrupt, suspend or cancel your Services and/or charge a fee. Such action is without prejudice to our right to recover any and all outstanding sums from You and your obligation to pay the same to Us.

10. Scheduled maintenance

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

10.1 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.

10.2 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

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provider or manufacturer side, to ensure the stable operation and integrity of the Our systems or in order to comply with Our responsibility to provide technically up-to-date solutions.

10.3 We shall take reasonable steps to ensure that any deactivation of individual features, applications, scripts or programs will not result in changes to a core function of the Services we provide You and to offer technical alternatives (including upgrades and updated versions of software) as and when such alternatives become available.

10.4 In the event that such changes result in changes to a core function of the Services we provide You and no viable alternative is available, You will be entitled to a pro-rated refund in accordance with Clause 6 above.

10.5 In the event of changes of features, applications, scripts and programs pursuant to clause 10.2 above, 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.

11. Third Party Users

11.1 All Services provided by Us to You are intended for your use only. You agree that any decision to resell, store or give away any of the Services to third parties is undertaken on the basis that You accept sole responsibility for ensuring compliance with this Agreement and the terms and conditions relevant to any chosen Services by third parties. You agree to indemnify and hold Us harmless against any losses caused or damage suffered as a result of a breach by any third parties.

11.2 We accept no liability to You or any third parties for losses arising from third party use of your Services as set out above.

12. Usage

Where a Service is not provided with unlimited usage as standard, you will be liable to pay any charges incurred by exceeding the agreed data use limits in relation to those Services. Any additional charges will be at the rate set out in your original package.

13. Data

13.1 All data created or stored by You within our applications and servers are your property. We make no claim of ownership of any web server content, email content, or any other type of data contained within your server space or within applications on servers owned by Us.

13.2 We maintain backups of our servers and infrastructure for archiving and to ensure continuity of the Services. In the event of loss of or damage to your data arising out of your actions or actions

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undertaken on your behalf, we will not provide You with access to any data stored by Us for archiving or backup procedures except at our sole discretion.

13.3 In the event of loss of or damage to your data relating to a failure in our systems or servers, we will make reasonable commercial efforts to assist You with restoring your data. Notwithstanding this, however, You accept full responsibility for maintaining adequate backup copies of all your data.

13.4 You shall indemnify Us and hold Us harmless against all damages, losses and expenses arising out of a third party claim of intellectual property infringement in respect of your content or data.

14. Passwords

14.1 It is your responsibility to keep all passwords safe, to ensure they are secure (with reference to accepted best practices) and to change passwords regularly. We are not responsible for any data losses or security compromises arising as a result of compromised passwords or as a result of You giving a third party access to your password.

14.2 You are responsible for any and all actions arising out of the use of your account password.

15. Your personal details

15.1 You warrant that the contact information You provide to Us is correct, and that You will update this information immediately, as required from time to time. You agree that we may suspend access to your account and the Services if we reasonably believe that the information You have supplied is inaccurate.

15.2 You accept that if your account is paid for by another party, who has agreed to be bound by the terms of this Agreement that party and who has access to your account password, we may discuss your account with that party and take instructions from them in relation to the account.

15.3 We reserve the right to email You with information about product offerings we believe may be of interest to You from time to time. You may unsubscribe from marketing communications at any time.

15.4 We will not provide your personal information to any third parties without first obtaining your express permission unless we are required to do so by law. We may, however, need to provide your name and delivery address to third parties working in conjunction with Us to deliver specific Services to You in accordance with our Privacy Policy.

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16. Disclaimers and Warranties

16.1 We do not back up your data for data recovery purposes and whilst we will use our commercial endeavours to assist You in the event of data loss arising out of hardware failure, we do not guarantee we will be able to replace lost data. It is your sole responsibility to ensure your data is backed up for data recovery purposes.

16.2 The Services are provided on an "as is" basis. We do not warrant or represent that any Services will be uninterrupted or error-free. You accept that all Services are provided warranty-free.

16.3 Insofar as permitted by law, and with particular regard to the rights of business customers, all implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) are hereby excluded in relation to the Services to the fullest extent permitted by law.

17. Liability

17.1 We shall not be liable for any loss or damage of any nature suffered by You arising out of or in connection with any breach of this Agreement by You or any act, misrepresentation, error or omission made by You or on Your behalf.

17.2 We will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or for any wasted management time or failure to make anticipated savings or liability You incur to any third party arising in any way in connection with this Agreement or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

17.3 No matter how many claims are made and whatever the basis of such claims, our maximum aggregate liability to You under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this Agreement) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by You for the specific Services in relation to which Your claim arises during the 6 month period prior to such claim.

17.4 Nothing in this Agreement shall operate to exclude or limit our liability for:

17.4.1 death or personal injury caused by our negligence; 18.4.2 any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; 18.4.3 fraud; or 18.4.4 any other liability which cannot be excluded or limited under applicable law.

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17.5 Neither party shall be liable to the other under or in connection with this Agreement or any collateral contract for any:

17.5.1 loss of revenue; 18.5.2 loss of actual or anticipated profits; 18.5.3 loss of contracts; 18.5.4 loss of business; 18.5.5 loss of opportunity; 18.5.6 loss of goodwill; 18.5.7 loss of reputation; 18.5.8 loss of, damage to or corruption of data; or 18.5.9 any indirect or consequential loss, however arising regardless of whether such loss or damage was foreseeable or in our mutual contemplation and whether arising in or caused by breach of contract, tort, breach of statutory duty or otherwise.

18. Force Majeure

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.

19. Non-Waiver

Our failure to require You to perform any of your obligations under this Agreement shall not affect our right to require such performance at any time in the future and nor shall the waiver by Us of a breach of any provision be taken or held to be a waiver of the provision.

20. Survival

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.

21. Notice

You agree that any notice or communications required or permitted to be delivered under this Agreement by Us to You shall be deemed to have been given if delivered by email, in accordance with the contact information You have provided.

22. Intellectual Property Rights

You accept that all Intellectual Property Rights belonging to us shall at all times during this Agreement remain vested in Meds (UK) Enterprises Limited.

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All images supplied to the Customer by Meds (UK) are licenced for the sole purpose and usage on the Meds (UK) MyWebsite product and shall not be available for use in the event the Agreement is terminated.

Any images provided by Meds (UK) belong solely to Meds (UK) and cannot be used for any other purpose.

The Customer agrees that they are permitted to use the images supplied by Meds (UK) for the sole purpose of the website.

Any images supplied by the Customer shall belong to the Customer and may be used by the Customer in the event the Agreement is terminated.

23. Governing Law

Except as otherwise set out in the Domain Dispute Policy, Your rights and obligations and all contemplated by this Agreement shall be governed by the law of England and Wales and You submit to the exclusive jurisdiction of the English courts.

24. Legal Fees

If any legal action or proceedings, including arbitration, relating to the performance or the enforcement of any provision of this Agreement is commenced by either You or Us, the prevailing party shall be entitled to recover reasonable legal fees, costs and disbursements from the other party, in addition to any other relief to which the prevailing party may be entitled.

25. Assignment

25.1 You shall not assign, sub-license or transfer your rights or obligations under this Agreement to any third party without our prior written consent.

25.2 In the event that we consent to an assignment, sub-license or transfer, then this Agreement shall be binding upon both You and Us and our respective successors and permitted assigns.

26. Amendment in Writing

26.1 We may update the General Terms and Conditions, any Specific Terms and Conditions (including any technical specification relating to the Services), the Acceptable Use Policy, Privacy Policy and any other information relating to the Services from time to time to comply with law or to meet our changing business requirements. We shall, as we deem reasonable, give You prior notice of any significant changes to the Agreement.

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

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27. Joint and Several Obligations

If You consist of more than one entity, your obligations under this Agreement are joint and several.

28. No Third Party Beneficiaries

This Agreement does not provide and shall not be interpreted to provide any third parties, with any remedy, claim, cause of action or privilege.

29. Entire Agreement

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.

30. Relationship of Parties

Nothing in this Agreement shall be construed as creating an agency relationship, partnership or joint venture between the parties.

31. Severability

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.