

## **ReviewSpace**

### **Terms and Conditions of Business**

This page (together with the documents referred to on it) tells you the terms and conditions (**Terms**) on which we supply any package (**Package**) for the use of our ReviewSpace software (**Software**) and ancillary services (together **Services**) listed on our website [www.thisisreviewspace.com](http://www.thisisreviewspace.com) (**Our Site**) to you. Please read these Terms carefully before ordering any Services from our site. You should understand that by ordering any of our Services, you agree to be bound by these Terms.

We may use your details to market to you our own products of a similar nature to the Services. If you do not wish to have your details used in this way, please click "No" on the relevant button at the end of [the order form].

### **PLEASE NOTE THAT OUR LIABILITY TO YOU IS LIMITED AS SET OUT IN CLAUSE 11 BELOW**

You should print a copy of these Terms for future reference.

Please click on the button marked "I Accept" at the end of these Terms if you accept them. Please understand that if you refuse to accept these Terms, you will not be able to order any Services from Our Site.

#### **1. INFORMATION ABOUT US**

[www.thisisreviewspace.com](http://www.thisisreviewspace.com) is a site operated by Gas Street Works Limited (**we**). We are registered in England and Wales under company number 4301659 and with our registered office at c/o Shoemiths, 54 Hagley Road, Edgbaston, Birmingham B16 8PE. Our main trading address is 88-90 Vittoria Street, Birmingham B1 3PA. Our VAT number is: 770 2308 51.

#### **2. SERVICE AVAILABILITY**

Service is available internationally where no law is either contravened or caused to be contravened.

#### **3. YOUR STATUS**

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old.

**4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

4.1 Your order constitutes an offer to us to buy Services. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail. The contract between us (**Contract**) will only be formed when we send you our e-mail acceptance.

**5. CANCELLATION RIGHTS**

5.1 As we start providing the Services immediately on acceptance of your order, you are not entitled to cancel the Contract.

**6. PRICE AND PAYMENT**

6.1 The price of any Services, [which includes VAT,] will be as quoted on Our Site from time to time, except in cases of obvious error.

6.2 We charge a fee for the Services for each calendar month period (or part thereof).

6.3 Payment is due for each period in advance of that period. If any payment is not made when due, we reserve the right to suspend the Services until payment in full has been made.

6.4 Payment for all Services must be credit or debit card. We accept payment with: Visa, Mastercard, American Express and Maestro.

**7. OUR OBLIGATIONS**

7.1 Subject to your compliance with your obligations in clause 8, we will provide the Services covered by the Contract.

7.2 In particular, we will:

- (a) make available on Our Site an instance of ReviewSpace and advise you of its url;
- (b) license you to use the Software.

7.3 We will use our reasonable endeavours to make the Services available [continuously], subject to any downtime required for maintenance, upgrades or other improvements, but we do not guarantee that Our Site or your instance of ReviewSpace will be continuously available or run error-free. In particular, you acknowledge that the Software may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of this Contract.

7.4 We will provide a password security facility for your instance of ReviewSpace and use our reasonable endeavours to maintain adequate security for Our Site and your

instance of ReviewSpace, but we do not guarantee that Our Site or your instance of ReviewSpace will be secure.

7.5 We may, in our sole discretion and without prior notice:

- (a) revise these Terms;
- (b) modify Our Site and/or the Services; and
- (c) discontinue Our Site and/or the Services at any time.

We shall post any revision to these Terms to Our Site, and the revision shall be effective immediately on such posting. You agree to review these Terms and other online policies posted on Our Site periodically to be aware of any revisions. You agree that, by continuing to use or access Our Site following notice of any revision, you shall abide by any such revision.

## **8. YOUR OBLIGATIONS**

8.1 You will ensure that both you and anyone to whom you allow access to your instance of ReviewSpace will comply with the obligations in clause 8.2 below.

8.2 You warrant to us that:

- (a) the information you provide to us, including that on the registration form, is accurate;
- (b) you will provide a valid email address and password and maintain the confidentiality of your password;
- (c) you will keep back-ups of all files uploaded by you on to Our Website or your instance of ReviewSpace;
- (d) you will not upload to Our Site or your instance of ReviewSpace any personal data (as defined in the Data Protection Act 1995) relating to third parties;
- (e) you will not upload to Our Site or your micro-site any content which infringes any applicable law, regulation or third party rights (such as material which is obscene, indecent, involving child exploitation, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, blasphemous or in breach of any third party intellectual property rights) (Inappropriate Content). Any users uploading content of this nature will be permanently removed from the system. If we detect any instances involving child exploitation through ReviewSpace we will forward these details onto the National Centre for Missing & Exploited Children's CyberTipline.
- (f) you will not cause or allow to be uploaded to Our Site or your instance of ReviewSpace any viruses, worms or similar which may interfere with the operation of Our Site;

- (g) you will indemnify us against all claims, damages, losses and expenses arising as a result of you uploading any personal data, Inappropriate Content or viruses, worms or similar.

8.3 You will notify us immediately of any unauthorised use of your account, email address or password and indemnify us against any loss we may suffer as a result.

## **9. RESTRICTIONS**

You are prohibited from violating or attempting to violate any security features of Our Site or the Services including, without limitation:

- (a) accessing content or data not intended for you, or logging on to a server or account that you are not authorised to access;
- (b) attempting to probe, scan, or test the vulnerability of the Services, Our Site, or any associated system or network, or to breach security or authentication measures without proper authorisation;
- (c) interfering to attempting to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus to Our Site or the Services, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing”;
- (d) using Our Site or the Services to send unsolicited email including, without limitation, promotions or advertisements for products or services;
- (e) forging any TCP/IP packet header or any part of the header information in any email or in any posting using the Services; or
- (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by us in providing Our Site or the Services.

Any violation of system or network security may subject you to civil and/or criminal liability.

## **10. STORAGE LIMITS**

10.1 Each Package has a storage and bandwidth limit as set out on Our Site. If the relevant storage or bandwidth limit is materially exceeded, we will notify you by email.

10.2 If you are notified by us that your storage or bandwidth limit has been materially exceeded you may request an upgrade to a Package with sufficient storage or bandwidth to cover your needs by notifying us in writing within one week of receiving our email notice. The price you pay will then be that for the upgraded Package for the month in question and each subsequent month.

10.3 If you do not notify us in writing that you wish to upgrade your Package within one week of receiving our email, we shall have the right to terminate the Contract [w.e.f?]

by written notice and charge you in full for the period in which the termination occurs.

## **11. TERMINATION**

11.1 Either party may terminate the Contract immediately at any time by written notice to the other party if:

- (a) that other party commits any material breach of its obligations under this agreement which (if remediable) is not remedied within 30 days after the service of written notice specifying the breach and requiring it to be remedied; or
- (b) that other party becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party.

11.2 For Contracts where we charge you a fee:

- (a) you may terminate the Contract at any time by choosing to do so from within your ReviewSpace account. Your payment will be cancelled immediately. No refunds will be made;
- (b) we may terminate the Contract at any time by giving you not less than 28 days notice.

11.3 For Contracts where we do not charge you a fee:

- (a) you may terminate the Contract immediately by choosing to do so from within your ReviewSpace account.
- (b) we may terminate the Contract at any time.

11.4 On cancellation, termination or expiry of the Contract, we will have the right to remove all content on your instance of ReviewSpace and to disable your access to your instance of ReviewSpace.

## **12. OUR LIABILITY**

12.1 We warrant to you that the Services will be performed with reasonable skill and care.

12.2 Nothing in this Contract shall limit in any way our liability for death or personal injury caused by our negligence or for fraud.

12.3 We are not responsible for:

- (a) any indirect, consequential or special loss;
- (b) any loss of income or revenue;
- (c) any loss of business;
- (d) any loss of profits or contracts;

- (e) any business interruption;
- (f) any loss of, damage to or corruption of data; or
- (g) any loss incurred as a result of any third party using your password.

12.4 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Services you purchased.

12.5 Where we provide any Package or Services at no cost (including any test software), in consideration of this you agree to comply with the obligations in these terms and conditions (where applicable). You further agree that we shall have no liability to you in respect of any free Package or Services other than under clause 12.2.

### **13. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **14. NOTICES**

All notices given by you to us must be given to Gas Street Works Limited at [help@thisisreviewspace.com](mailto:help@thisisreviewspace.com). We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 13. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### **15. TRANSFER OF RIGHTS AND OBLIGATIONS**

15.1 The Contract is binding on you and us and on our respective successors and assigns.

15.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

**16. EVENTS OUTSIDE OUR CONTROL**

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).

16.2 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

**17. ENTIRE AGREEMENT**

17.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

17.2 You acknowledge that, in entering into a Contract, you have not relied on any representation, undertaking or promise given by us or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

**18. LAW AND JURISDICTION**

Contracts for the purchase of Services through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.