

FreeLee *Terms & Conditions*

The Terms and Conditions become a contractually binding Agreement upon payment of any requisite service fee by the Client and acceptance of said fee by the Company.

DEFINITIONS

1.1 In these Terms and Conditions:

"AGREEMENT" means the Agreement between FreeLee and the Client for the provision of Services formed by these Conditions and the Order Confirmation(s).

"BUSINESS DAY" means a day which is not a Saturday or Sunday or public or bank holiday in England and Wales.

"BUSINESS HOURS" means 9:30 am to 5:00 pm on each Business Day.

"CLIENT" means the person(s) named on any Order Confirmation(s).

"CLIENT MATERIALS" means any Documents or other materials, and any data or other information provided by the Client relating to the Services.

"CONTRACT" means the contract for the provision of the Services, comprising these Terms.

"DOCUMENT" includes, in addition to a document in writing, any plan, design, drawing, picture or other image, or any other record of any information in any form.

"FEES" means the charges due to FreeLee under the Agreement in relation to the Services as set out on the Order Confirmation(s).

"INTELLECTUAL PROPERTY RIGHTS" means any and all patents, trade marks, service marks, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to the same.

"ORDER CONFIRMATION" means the order confirmation(s) submitted by FreeLee or their designated payment service provider to the Client by email or otherwise in writing for the provision of Services, in response to the Client's order or request

"OUTPUT MATERIAL" means any Documents provided or created by the Company relating to the Services.

"THE COMPANY" means "FREELEE" - a company registered in France (SIRET Number 79952064800020) whose registered office is 13B Rue du Rachapt, 35500 Vitré, France.

"SERVICES" means those services provided to the Client pursuant to the Agreement as described on a relevant Order Confirmation.

SERVICE PROVISION

- 2.1 The headings used in the Agreement are inserted for convenience only and are not intended to be part of nor to affect the meaning or interpretation of any of the Agreement.
- 2.2 In the Agreement the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require.
- 2.3 The expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture.
- 2.4 In the event of a conflict between any of these Conditions and any Order Confirmation, the conflict will be resolved according to the following order of priority: these Conditions then the Order Confirmation.
- 2.5 The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.
- 2.6 The parties do not intend that any of the terms of the Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not party to it.
- 2.7 References in these Conditions to clauses means clauses of these Conditions. References in these Conditions to the provisions of statutes or statutory instruments are deemed to include those provisions as amended or substituted.

INTERPRETATION

- 3.1 The Services are described or referred to on the Order Confirmation(s). Any changes or additions to the Services or these Terms must be agreed in writing by the Company and the Client.
- 3.2 The Client shall at their own expense supply the Company with all necessary Documents or other Client Materials, and all necessary data or other information, within sufficient time to enable the Company to provide the Services. FreeLee is an internet company and most documents will be requested by email or facsimile rather than by post, which will cause delay. The Client warrants that all information and Client Materials supplied by the Client to the Company is true and accurate in all material respects.
- 3.3 The Client shall at their own expense retain duplicate copies of all Client Materials. The Company shall have no liability for any loss or damage to any Documents or Client Materials, however caused.
- 3.4 All Output Material provided by the Company shall be based solely on Client Materials supplied by the Client. The Company shall be under no obligation to verify or question the truth or accuracy of any Client Materials.
- 3.5 The Client will supply in a timely manner all information, instructions, review and feedback reasonably required by FreeLee in connection with the performance of their obligations under the Agreement.
- 3.6 Notwithstanding clauses 3.4 and 3.5, the Company may in its sole discretion refuse to provide the Services to the Client if the Company believes that the Client has provided inaccurate or insufficient Client Materials.
- 3.7 FreeLee will not be liable for any failure to provide the Services resulting from any breach by the Client or their employees, agents or subcontractors of the Agreement.
- 3.8 The terms of this Agreement together with any additionally supplied Terms and Conditions (if appropriate) form the entire agreement between FreeLee and the Client in relation to the Services and all other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law. The Client may not rely upon any representation made or given by any employee of FreeLee prior to the Agreement being entered into unless confirmed in the Agreement.
- 3.9 FreeLee may at any time and from time to time improve, correct or otherwise modify all or any of the Services provided that such modification does not materially affect provision of the Services to the Client. FreeLee will endeavour to give the Client reasonable notice of any such modification, where this is reasonably practicable.

3.10 Without prejudice to its other rights and remedies, FreeLee may at its sole discretion suspend the provision of the whole or any part of the Services (temporarily or permanently) and will have no liability to provide the Services on the occurrence of any of the following events:

3.10.1 issue by any competent authority of an order which is binding on FreeLee which affects the Services;

3.10.2 if the Client fails to pay any Fees or any other sums owing to FreeLee by the Client when they fall due;

3.10.3 if an event occurs and FreeLee deem it to be appropriate to terminate the Agreement;

Where FreeLee suspends provision of the Services in accordance with clause 3.10.2, it will only be obliged to recommence provision during Business Hours and once the Client has paid all relevant outstanding sums in clear funds and has accepted any revised payment terms requested by FreeLee (such as payment by direct debit).

SERVICE DELIVERY

4.1 The Client acknowledges that, given the nature of such services, FreeLee cannot guarantee that the Services, when delivered via the internet, will be uninterrupted or error free.

4.2 To the fullest extent permitted by law and save as provided elsewhere in the Agreement, the Services are provided by FreeLee to the Client on an "as is" and "as available" basis and no warranty or representation (express or implied) of any kind are given in connection with the Agreement including as to satisfactory quality and fitness for a particular purpose. In particular, FreeLee gives no warranty or representation that:

4.2.1 the Services will meet the Client's requirements;

4.2.2 the Services will be provided on a timely or error-free basis; or

4.2.3 any results obtained from use of the Services will be accurate, complete or current.

4.3 FreeLee warrants that it will provide the Services with reasonable care and skill. FreeLee will not be liable for a breach of such warranty unless the Client notifies FreeLee in writing of such failure within seven days of the Client becoming aware of the failure.

4.4 If the Client makes a valid claim against FreeLee based on a failure by FreeLee to comply with the warranty set out in clause 4.3 FreeLee may, at its option, take such steps as it deems necessary to remedy such failure or refund such part of the Fees as relates to such Services, provided that the liability of FreeLee under such warranty will in no event exceed the amount of the Fees paid to FreeLee by the Client (excluding expenses) in the period prior to the date on which the Client makes the claim. If FreeLee complies with this clause, it will have no further liability for a breach of the said warranty.

4.5 The Company does not warrant that the Services will result in a successful outcome for the Client.

4.6 Any automated, or semi-automated FreeLee service delivered via the internet should be used principally for informational purposes. Such services should not be employed in either formal or informal legal proceedings without first seeking professional advice.

4.7 The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non arrival, or any other fault of the Client.

4.8 Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Terms, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss, loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services, and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Charges hereunder.

4.9 The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any default or delay by the Client or by any cause beyond the Company's reasonable control.

CLIENT'S OBLIGATIONS

5.1 The Client agrees that it will:

5.1.1 not use the Services, or allow them to be used for any unlawful purpose which breaches the rights including Intellectual Property Rights of the Company whether under English law or regulation, the laws or regulations of the Client's country or any other place where the results of such purpose or the material in question can be accessed;

5.1.2 not use the Services, or allow them to be used for the any purpose which may harm FreeLee or any of its Associated Companies or clients or bring FreeLee into disrepute or which calls into question any action taken by FreeLee on the Client's behalf;

5.1.3 not, in breach of good Netiquette practices, use any service provided by any third party (including an internet web site and/or email) for the publication, linking to, issue or display of any material which refers to an internet web site hosted by FreeLee or any other products or services offered by FreeLee from time to time without FreeLee's prior written consent;

5.1.4 comply with any security policy notified to it from time to time by FreeLee and, in particular, ensure that all passwords and user names provided to it by FreeLee are at all times kept confidential, used properly and not disclosed to unauthorised people. If the Client has any reason to believe that any password or user name has become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way or of any other breach of security then the Client will inform FreeLee immediately;

5.1.5 be entirely liable for all activities conducted and charges incurred under its passwords and user names whether authorised by it or not and the Client acknowledges that FreeLee shall not be liable for any loss of confidentiality or for any damages arising from the Client's inability to comply with these Conditions;

5.1.6 ensure that all communication details which it provides to FreeLee are at all times true, current, accurate and complete. The Client will promptly notify FreeLee of any change to such details and acknowledges that FreeLee will not be liable for any loss suffered or incurred by the Client as a result of its failure to notify such changes to FreeLee

5.1.7 provide the Company with sufficient Client Materials to be able to provide the Services.

5.1.8 warrants that the documents and Clients Materials are true and accurate in all material respects.

PAYMENT TERMS

6.1 The Fees are payable to FreeLee subject to the following conditions:

6.1.1 fees will be paid in advance and will not be refundable in whole or part if the Agreement or relevant part is terminated during the period to which the payment relates;

6.1.2 additional Fees will become payable if the Client exceeds agreed or stipulated work undertaken.

6.2 Any sums payable by the Client to FreeLee under the Agreement are exclusive of value added tax or any similar taxes, levies or duties, which will be added to such sums and be payable by the Client at the appropriate rate as and when FreeLee becomes VAT registered.

6.3 The Client agrees to pay FreeLee's invoices within 30 days of invoice due date. If invoices are not settled in full by then, the Client will without prejudice to its other rights and remedies (including the right to suspend the Services under clause 3.10) be liable to pay interest on any sum outstanding from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Barclays Bank plc accruing on a daily basis until payment is made whether before or after any judgment.

6.4 All sums payable to FreeLee under the Agreement must be paid in full.

INTELLECTUAL PROPERTY

7.1 The Client acknowledges and agrees that it will not own or acquire ownership of any Intellectual Property Rights in or relating to the Services or created in performing the Services and that it will have no rights in or to the Services.

7.2 The Client will indemnify and keep FreeLee indemnified from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, losses, damages, claims, demands, legal costs (on a full indemnity basis) and judgements which FreeLee incurs or suffers as a consequence of infringement of any Intellectual Property Right of any third party arising directly or indirectly from:

7.2.1 the provision by FreeLee of Services making use of information or specifications supplied by the Client;

7.2.2 the Client's failure to procure all necessary rights from third parties which are from time to time required in order for FreeLee to be able legally to provide the Services; or

7.2.3 the use by FreeLee in connection with the Agreement of the Client System and the Client Materials.

7.3 No Intellectual Property Rights created or acquired by FreeLee will transfer or be assigned to the Client unless FreeLee and the Client have signed a written assignment document to that effect.

LIABILITY

8.1 The provisions of this clause 8 and the provisions of clauses 4 set out the entire liability of FreeLee (including any liability for the acts or omissions of its consultants, employees, agents and authorised representatives) to the Client in respect of:

8.1.1 any breach of the Agreement; and

8.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement

8.2 Nothing in the Agreement excludes or limits the liability of FreeLee for death or personal injury caused by the negligence of FreeLee, fraud or a breach of section 12 of the Sale of Goods Act 1979.

8.3 Subject to clauses 8.2 the total liability of FreeLee in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Agreement is limited to:

8.3.1 £500.00 for loss of or damage to tangible property; and

8.3.2 for any other kind of loss, the amount of sums paid by the Client to FreeLee pursuant to the Agreement (excluding expenses) during the preceding one month period.

8.4 FreeLee will not be liable to the Client in contract, tort, misrepresentation or otherwise (including negligence), for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, or for any loss of profit, loss of business, loss of contract, depletion of goodwill or otherwise (whether direct or indirect), and whether or not caused by the negligence of FreeLee or its employees, agents or authorised representatives, which arises out of or in connection with the Agreement.

CLIENT INDEMNITY

9.1 The Client will fully indemnify and keep FreeLee and its Associated Companies, officers, partners, employees and agents fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by it and arising from any of the following:

9.1.1 the Client's breach of the Agreement, negligence or other default;

9.1.2 the Client's use or misuse of the Services.

FORCE MAJEURE

10.1 Neither party is under any liability to the other party in respect of anything which, apart from this provision, may constitute a breach of the Agreement arising by reason of force majeure which means, in relation to either party, circumstances beyond the reasonable control of that party including acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, network failure, systems fault, unauthorised use or access to the IT systems of FreeLee or the Client, explosion, flood, epidemic, lock outs (whether or not by that party), strikes and other industrial disputes (in each case, whether or not relating to that party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions, to the extent outside of its reasonable control.

TERM AND TERMINATION

11.1 Without prejudice to the remaining provisions of this clause 11 and any other rights and remedies available to FreeLee: FreeLee will provide services for the period of supply stated on the Order Confirmation (such period being termed the "Initial Period") but may continue beyond that period, subject to either service renewal by the client or termination by:

11.1.1 the Client upon serving 30 days' written notice on FreeLee terminating the whole or any part of the Agreement; or

11.1.2 FreeLee serving 30 days' written notice on the Client to expire at any time after the Initial Period.

11.2 FreeLee may immediately terminate the Agreement (or at its option, any part of it) by notice in writing to the Client if the Client fails to pay to FreeLee any sum due under the Agreement on the due date for payment.

11.3 Either party may terminate the Agreement (or, at its option, any part of it) forthwith by notice in writing to the other if the other party:-

11.3.1 is in material breach of the Agreement and fails (where the breach is capable of remedy) to remedy the breach within 30 days of the receipt of a request in writing to remedy the breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of the Agreement; or

11.3.2 becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986; or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

11.3.3 has a receiver, manager, administrator or administrative receiver appointed over all or any parts of its undertaking, assets or income, has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or for an administration order; or

11.3.4 has ceased or threatened to cease to trade.

CONSEQUENCES OF TERMINATION

12.1 Termination of the Agreement is without prejudice to the rights and duties of either party accrued prior to termination.

12.2 The clauses of the Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

12.3 Upon termination of the Agreement, the Client will forthwith:

12.3.1 pay all outstanding invoices raised by FreeLee pursuant to the Agreement and pay for all work in progress not previously paid for on a reasonable pro-rata basis (subject to receipt of an invoice for the same from FreeLee).

ASSIGNMENT AND SUB-CONTRACTING

13.1 The Client may not assign the benefit or delegate the burden of the Agreement nor sub-license any of its rights under the Agreement (including to its Associated Company) without the prior written consent of FreeLee. Any consent provided by FreeLee under this clause is given on condition that the assignee or licensee, as the case may be, agrees to comply with the terms of the Agreement as if they were the Client. FreeLee may sub-contract or assign any or all of its rights and obligations under the Agreement.

GENERAL

14.1 These Terms and Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

14.2 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the address of that party appearing at the front of the Agreement or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

14.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

14.5 English law shall apply to the Contract and the parties agree to submit to the exclusive jurisdiction of the English courts.