



OnStop Limited : Terms and Conditions

INTERPRETATION

In this Contract :

- 1.1. "Authorised User" means anyone the Member allows to use the Service.
- 1.2. "OnStop" means OnStop Limited registered in England No 4079903.
- 1.3. "Contract" means, in order of precedence, these Conditions and the Registration Form (whether the Registration Form be completed on-line or otherwise).
- 1.4. "Member" means the person named on the Registration Form, and anyone reasonably appearing to OnStop to be acting with that person's authority or permission.
- 1.5. "Helpdesk" means the e-mail helpdesk facility provided by OnStop to handle enquiries and administration for the Service.
- 1.6. "Internet" means the global data network comprising interconnected networks.
- 1.7. "Service" means the access to the Website by the Member.
- 1.8. "Software" means any software provided by OnStop to enable the Member to access or use the Service.
- 1.9. "Website" means <http://www.onstop.co.uk> or other Website designated by OnStop.

2. DURATION

This Contract begins on the date that the Member completes the on-line registration process and will continue until terminated in accordance with this Contract.

3. PROVISION OF THE SERVICE

- 3.1. OnStop will provide the Member with the Service on the terms of this Contract.
- 3.2. OnStop will use reasonable endeavours to provide the Service by any date agreed with the Member but all dates are estimates and OnStop has no liability for any failure to meet any date.

- 3.3. It is technically impracticable to provide a fault free Service and OnStop does not undertake to do so.
- 3.4. OnStop may:
 - 3.4.1. change the technical specification of the Service, provided that any change to the technical specification does not materially affect the performance of the Service; or
 - 3.4.2. suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency, but before doing so will give as much on-line, written or oral notice as is reasonably practicable. OnStop will restore the Service as soon as it reasonably can after suspension.
- 3.5. Except for Software (if any) provided to the Member by OnStop as part of the Service, the Member is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service. This Contract does not include the provision of telecommunications services necessary to connect to the Service or to obtain access to the Internet.
- 3.6. The Member is responsible for the acts and omissions of all Authorised Users in connection with the Service and is liable for any failure by any Authorised User to perform or observe the terms and conditions of this Contract.

4. SECURITY

- 4.1. The Member is responsible for the security and proper use of all user names and passwords used in connection with the Service and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.
- 4.2. The Member must immediately inform OnStop if there is any reason to believe that a user name or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 4.3. The Member must not change or attempt to change a user name other than by means provided on the Website. If a Member forgets or loses a password or user name the Member must contact OnStop and satisfy such security checks as OnStop may operate.
- 4.4. OnStop reserves the right to suspend user name and password access to the Service if at any time OnStop considers that there is or is likely to be a breach of security or the terms and conditions.
- 4.5. OnStop reserves the right (at its sole discretion) to require the Member to change any or all of the passwords used by the Member in connection with the Service
- 4.6. The Member must immediately inform OnStop of any changes to the information the Member supplied when registering for the Service.

5. USE OF THE SERVICE

- 5.1. The Service is provided solely for the Member's own use (including use by Authorised Users) and the Member will not sell or attempt to sell the Service (or any part or facility of it) to any third party.
- 5.2. The Service must not be used by the Member or any Authorised User in a way that does not comply with:
 - 5.2.1. the terms of any legislation or any licence applicable to the Member or that is in any way unlawful;
 - 5.2.2. any instructions given by OnStop
- 5.3. The Service must not be used by the Member or any Authorised User:
 - 5.3.1. fraudulently, in connection with a criminal offence, or otherwise unlawfully;
 - 5.3.2. to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
- 5.4. OnStop reserves the right to require the Member to select a replacement user name or password and may either refuse to provide or may suspend Service if, in the opinion of OnStop, there are reasonable grounds for OnStop to believe that the user name or password is, or is likely to be, used for a dishonest purpose, offensive, abusive, defamatory, obscene, or in violation of any person's intellectual property or similar rights.
- 5.5. If the Member, an Authorised User or anyone else, with or without the Member's knowledge or approval, uses the Service in contravention of paragraphs 5.1, 5.2, 5.3, or 5.4, OnStop may treat the contravention as a material breach of this Contract which cannot be remedied for the purposes of paragraph 13.
- 5.6. The Member must indemnify OnStop against any claims or legal proceedings which are brought or threatened against OnStop by a third party because:
 - 5.6.1. the Service is used in breach of the provisions of this paragraph 5; or
 - 5.6.2. the Service is faulty or cannot be used by that third party.

OnStop will notify the Member of any such claims or proceedings and keep the Member informed as to the progress of such claims or proceedings.
- 5.7. The Member must adhere to the payment terms and methods of OnStop, which are set out on the Website. Contra payments are not acceptable to OnStop and are specifically excluded from the Contract.

6. INTERNET

The Service does not provide or include access to the Internet. The Member's use of the Internet is solely at the Member's risk and subject to all applicable laws, and OnStop has no responsibility for any information, software, services or other materials accessed or obtained by the Member using the Internet.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The OnStop logo is the property of OnStop. Other product and company names mentioned on the Website or on other websites accessed through the Website may be trademarks of their respective owners.
- 7.2. All contents of the Website (including these terms and conditions) are copyright © 2009 OnStop Limited
- 7.3. No part of the Website may be reproduced in any form (save for the purposes of allowing the Member to read it) whether electronically or otherwise without the prior written consent of OnStop other than temporarily as one single copy in the cache of the Members computer in the course of using the service.

8. LIMITATIONS ON USE

- 8.1. The Website is for the commercial use of the Member only in connection with credit assessment and control purposes. The Member may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services obtained from the Website.

9. CONFIDENTIALITY

- 9.1. OnStop will keep in confidence any information provided to it by the Member when registering for the Service or otherwise under this Contract and will not disclose that information to any person (other than its employees, contractors, or professional advisers, or the employees or contractors of a OnStop Group Company who need to know the information) without the Member's consent.
- 9.2. This paragraph 9 will not apply to:
 - 9.2.1. any information which has been published other than through a breach of this Contract;
 - 9.2.2. information lawfully in the possession of the recipient before the disclosure under this Contract took place;
 - 9.2.3. information obtained from a third party who is free to disclose it;
 - 9.2.4. information which a party is requested to disclose and if it did not could be required by law to do so; or
 - 9.2.5. information which has been reduced by OnStop to anonymous, non-personal form before disclosure.

9.3. This paragraph 9 will remain in effect for 2 years after the termination of this Contract.

10. LIMITATION OF LIABILITY

10.1. OnStop accepts unlimited liability for death or personal injury resulting from its negligence and paragraphs 10.2 and 10.3 do not apply to such liability.

10.2. OnStop is not liable to the Member, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of data.

10.3. The liability of OnStop to the Member in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £1,000 for any one incident or series of related incidents and to £2,000 for all incidents in any period of 12 months.

10.4. OnStop excludes all liability of any kind in respect of any material on the Internet which can be accessed using the Service and is not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Service or on the Internet.

10.5. OnStop is not liable to the Member either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including domain name registration authorities) or for faults in or failures of their equipment.

10.6. OnStop is not liable to the Member to refund, or otherwise mitigate claim to, membership fees from past years.

10.7. OnStop excludes liability of any kind in respect to the cessation of trade of any company or individual and does not undertake to guarantee, recommend or otherwise endorse the creditworthiness of any given trading body. OnStop provides unique data to the Member for their own interpretation and recommends this data be used in conjunction with other information providers and best practice techniques in credit control.

10.8. Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

11. MATTERS BEYOND REASONABLE CONTROL

If OnStop is unable to perform any obligation under this Contract because of a matter beyond its reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving its employees), or acts of local or central Government or other competent authorities, or events beyond the reasonable control of its suppliers, it will have no liability for that failure to perform.

12. TERMINATION OF THIS CONTRACT BY NOTICE

Either party may terminate this Contract on 30 days' notice to the other, without prejudice to any rights that may have accrued before termination. Upon termination (for whatever reason), OnStop may re-allocate any user names and passwords associated with the terminated Service.

13. BREACHES OF THIS CONTRACT

13.1. OnStop may terminate this Contract or the provision of Service under it without notice if the member:

13.1.1. commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a notice by e-mail to do so;

13.1.2. commits a material breach of this Contract which cannot be remedied; or

13.1.3. is repeatedly in breach of this Contract.

13.2. If any of the events detailed in paragraph 13.1 occur because of the Member or an Authorised User, OnStop may suspend the Service without prejudice to its right to terminate this Contract. At its sole discretion, OnStop reserves the right to suspend or terminate any Authorised User's use of the Service as an alternative remedy to immediate suspension or termination of the Contract. This remedy is without prejudice to the subsequent right of OnStop to suspend or terminate the Contract. OnStop may refuse to restore Service which has been suspended under this paragraph until it has received assurances satisfactory to OnStop that the breach has been remedied and will not be repeated.

13.3. Termination under this paragraph is without prejudice to any rights that may have accrued before termination.

13.4. If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

14. CHANGES TO THIS CONTRACT

OnStop can change the Conditions of this Contract at any time. OnStop will do this by altering the terms and conditions on the Website and the alteration will be of immediate effect.

15. ACCEPTANCE

The Members use of the Website and or their acceptance of these terms and conditions (including any variation), and notices contained herein without modifying them constitutes agreement by the Member to all such terms, conditions and notices. Only Members who accept these terms and conditions are authorised to use the Website.

16. ASSIGNMENT

The Member may not assign or transfer any of its rights or obligations under this Contract. OnStop may assign its rights or obligations (or both) without consent.

17. NOTICES

Notices given under this Contract may be delivered on-line or by e-mail. Notices will be deemed effective on the date of publication, or otherwise as notified to the Member by OnStop. A notice from OnStop which is sent by e-mail to the Member's e-mail address notified by the Member to OnStop will be deemed effective 3 days after the date it is sent. A notice from the Member to OnStop will be deemed effective three days after receipt by OnStop at the e-mail address notified by OnStop to the Member.

18. DATA PROTECTION CONSENT

18.1. By accepting the terms and conditions of this Contract, the Member acknowledges that in order to provide the Service OnStop or its agents must store, host, and otherwise process the information (including personal data) supplied by the Member when registering for the Service (in whatever medium), and that OnStop will send such data outside of the European Economic Area for processing. The Member hereby grants OnStop permission to do so.

19. LAW

This Contract is governed by the law of England and Wales where the Website originates and is designed to be accessed and is deemed to be made in England.