

Number1OnlineTrader.co.uk

Terms of Use Agreement

This Terms of Use Agreement (“Agreement”) sets forth the Terms and Conditions governing your use of the www.number1onlinetrader.co.uk online service (the “Service”) at the web site (the “Site”) through which NUMBER 1 ONLINE TRADER LIMITED, 122 Ley Street, Ilford, Essex, IG1 4BX, England, registered in England and Wales with company number 06641356 (the “Company”) offers the Service.

By using the Site, you agree that the Terms and Conditions of this Agreement, as it may be amended from time to time, govern your use of the Site and the Service. If you do not agree to the Terms and Conditions of this Agreement, you should immediately cease all usage of the Service and leave the Site. We reserve the right, at any time, to modify, alter, replace or otherwise update the Terms and Conditions of this Agreement without prior notice. Any such Terms and Conditions shall become effective immediately upon being posted at the Site. Your continued use of any Service after amendments are posted constitutes an acknowledgement and acceptance of the latest Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

1. Description of Service

Through the Service, we are providing you with online classified advertisements facility. You must (1) provide all equipment necessary for your own Internet connection, including computer and modem, (2) provide for your access to the Internet, and (3) pay any fees to others required for such connection.

2. Disclaimer of Warranties

We provide the site on an “as is” and “as available” basis. To the fullest extent permitted by applicable law, we make no representations or warranties of any kind, express or implied, regarding the use or the results of the Site in terms of its correctness, accuracy, reliability, or otherwise. The Company shall have no liability for any interruptions in the use of the Site or the Service. COMPANY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE INFORMATION PROVIDED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of implied warranties. Therefore, the above exclusion may be inapplicable to you.

3. Limitation of Liability

THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER. IN PARTICULAR THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE “SERVICE,” THE “SITE” OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME

JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY BE INAPPLICABLE TO YOU.

4. Indemnification

You agree to indemnify and hold The Company, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, damage, liability, cost or expense, including reasonable attorney fees and costs, that we are required to pay any third party due to, or arising out of, your use of the Site or Service, your breach of this Agreement, including, without limitation, your infringement of the trademark, copyright, trade secret, patent rights or rights of publicity or privacy of any other person or entity, or any such action by another user of the Service using your computer.

5. Registered Member's Account

When you register to use the Service, you will become a registered member of the Service ("Registered Member") and will select a user name and password. If you are a Registered Member, you must use that user name and password each time you log in to the Service. Registered Members are entirely responsible for any and all activities that occur under their account regardless of whether the Registered Member authorized such activity.

You agree to notify The Company of any unauthorized use of your account, user name or password, or any other breach of security known to you. Your right to use the Service can be revoked by The Company at any time for any reason or for no reason. Such right is personal to you and you agree not to resell or make any commercial use of the Service or any part thereof without the express written consent of The Company. By registering for the Service, you agree to receive periodic emails that will be sent to the email address you registered with, such as, but not limited to, registration confirmation, ad placement confirmation, contact email, ad placement confirmation, reminders and website newsletters.

6. Modifications and Interruption to Service

The Company reserves the right to modify or discontinue the Service without notice to you. The Company shall not be liable to you or any third party should The Company exercise its right to modify or discontinue the Service. You acknowledge and accept that The Company does not guarantee continuous, uninterrupted or secure access to the Site and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

7. Third-Party Sites

The Site may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites may be subject to the terms of use and privacy policies of each such site, and we are not responsible. Therefore, we encourage you to review the Terms of Use and Privacy Policies of such third-party sites.

8. Disclaimer Regarding Accuracy of Vendor Information

Product specifications and other information you may view or access through the Service have either been provided by third party vendors or collected from publicly available sources. As a consequence, we make no representations or warranties as to the accuracy or reliability of any information provided on the Site.

The Company makes no warranties or representations whatsoever with regard to any product provided or offered by any vendor, and you acknowledge that any reliance on representations and warranties provided by any vendor shall be at your own risk.

9. Governing Law; Jurisdiction of the Courts; Attorney Fees

The Site and the Service are operated and provided in the United Kingdom. As such, this Agreement shall be governed by, construed and enforced in accordance with, the laws of the United Kingdom without reference to any conflict or choice of law rules that would defeat the application of United Kingdom law. We make no representation that the Site or the Service is appropriate, legal or available for use in other locations. Accordingly, if you choose to access the Site, you agree to do so subject to the internal laws of the United Kingdom.

Any cause of action you may have with respect to your use of the Site or the Service must be commenced within one (1) year after the claim or cause of action arises. All actions or suits concerning any dispute arising under this Agreement shall be determined in the first instance by the courts of the United Kingdom. You irrevocably submit to the jurisdiction of such courts. The party against whom the court rules in any such litigation shall pay all reasonable attorney fees, disbursements and court costs of the other party as may be fixed by the judge.

10. Compliance with Laws

In your use of the Site and the Service, you are responsible for compliance with all laws applicable thereto. You may not use the Service in any way that violates applicable laws, regulations or other government requirements. You further agree not to post or transmit any material that encourages conduct that could constitute a criminal offense, abuse, violence, give rise to civil liability or otherwise violate any applicable law or regulation.

11. Copyright and Trademark Information

The copyright in certain content included or available on the Site, including, without limitation, Site design, text, graphics, interfaces, and the selection and arrangement thereof is owned by the Company or its licensors, vendors or advertisers, with all rights reserved therein.

Any use of materials taken from the Site, including, without limitation, reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without the prior written permission of an authorized officer of the Company is strictly prohibited. You agree that you will not use any robot, spider, or other automatic device or method, or manual process to monitor or copy the Site's web pages or the content contained therein without the prior written permission of an authorized officer of the Company.

Trademarks displayed by vendors on the Site are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation by the Company of those owners, any products or services they advertise or sell, or any other

materials contained on their web sites. In addition, the use of trademarks or links to the web sites of our vendors is not intended to imply, directly or indirectly, that those vendors endorse or have any affiliation with the Company or that the Company endorses or vouches for such vendor or any product or service advertised or offered thereby.

12. Copyright Infringement

You may not post infringing content on the Site. If you do, we may remove or disable access to the infringing content. It is the Company policy, in appropriate cases, to cancel the registration of repeat infringers and terminate their access to the Service.

13. Objectionable Materials

The Company does not and cannot review all classified advertisements available through the Service or materials posted to the Site by third persons, including Registered Members. The Company is not responsible for any such advertisements or materials.

The Company reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in the Company's sole discretion are objectionable or in violation of this Agreement. While the Company will endeavor to enforce the Terms of this Agreement, we cannot warrant or represent that Registered Members will in fact adhere to this Agreement and cannot act as insurers against, or accept any liability for, their failure to do so.

14. Other Terms

If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement, any other agreements referenced herein, and any information you provided the Company, may be assigned by the Company, in our sole discretion, to a third party in the event of a liquidation, merger or acquisition involving the Company. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Registered Member. By accepting this Agreement, you are consenting to the use and disclosure of your personally identifiable information and the other practices described in our Privacy Policy. Please review our Privacy Policy, which is incorporated in this Agreement by this reference as if fully set forth in this Agreement. Section headings in this Agreement are for convenience only and shall not be used in the interpretation of any provision of this Agreement.