

WEBSITE USER TERMS AND CONDITIONS of www.click4currency.com

This Website User Agreement incorporates the terms and conditions which you agree to each and every time you actually use the Website and if you register to use the Website. These Terms apply to this Website and also include our Terms and Conditions of Business www.click4currency.com/terms and the Privacy Policy www.click4currency.com/privacy

1 DEFINITIONS

(1) "Associate" means any third party, whether person or organisation, with whom we are associated in any way. This will include associates who can provide services and products to you, advertisers on whose websites and marketing materials we appear and any person or organisation that has a link to or with our Website.

(2) "user" or "you" means anyone using and/or visiting the Website for any purpose

(3) "we" or "us" means Click 4 Currency Limited, a Company registered in England and Wales, whose Registered Office is at Oxford House, 242 Oxford Road, Gomersal, Cleckheaton, West Yorkshire, BD19 4RE, Company Registration Number 07165567 and any of our employees officers, directors, agents, subsidiaries and affiliates. E-mail address info@click4currency.com

(4) "website" means www.click4currency.com or any other website owned and operated by Click 4 Currency Limited for the purpose of currency exchange.

2 ABIDE BY TERMS

(1) By using the Website you confirm that you are aged 18 or over, and that you have read and understood and agree to be bound by these Terms and Conditions. Where you are using the Website on behalf of an organisation, you confirm that you have the legal right to do so and that the organisation agrees to and permits the use of the Website generally.

(2) To use our Services you agree to be bound by our Terms and Conditions of Business

3 OUR SUPPLY OF WEBSITE

(1) Whilst we will use our reasonable endeavours to supply the Website and its content, we are not responsible for any failure to provide the Website or any services or any unavailability. The Website is available on an "as is" and "when available" basis.

(2) We cannot guarantee that the Website or our Services will be uninterrupted, secure or error-free. We make no warranty against electronic virus, worms or any other defect or problems which may occur in respect of any viewing or use of the Website nor in respect of any e-mail or document which we provide. We are not responsible for any loss or damage whatsoever caused or resulting from the use or a failure to provide the Website or for any virus or defect as a result of any e-mail or document we send.

(3) Any right to use the Website is at our sole and absolute discretion. We specifically reserve the right to choose users, including choice by invitation only, and our decisions are absolute.

(4) We make every effort to ensure that anything displayed on our Website, including any content, is displayed as accurately as possible, but can not be responsible for variations. What you see (particularly in so far as colours and shapes are concerned) depends on your monitor and settings and we can not guarantee that this will be accurate.

(5) We reserve the right to suspend the services where necessary and particularly, but not exclusively, for repair, maintenance or improvement.

4 LINKS TO THIRD PARTY WEBSITES

The Website may include links to third party websites that are controlled and maintained by others. If we have a link to or from another website, this does not mean we endorse that website and you acknowledge and agree that we are in no way responsible for any other website nor the content displayed on it.

5 WEBSITE USE

- (1) Full use and contents of the Website may only be available to users who register with us.
- (2) Unless you have our prior written permission otherwise, use of the Website is for private, non-commercial purposes.
- (3) We have made every effort to ensure that any Services are displayed as accurately as possible, but can not be responsible for variations. What you see depends on your monitor and settings and we can not guarantee this will be accurate
- (4) Any advertisement, opinion, statement, recommendation, information, posts, links to any websites or information or anything whatsoever will not form any advice, recommendation, guarantee or warranty and you agree that we have no liability in this regard.
- (5) When you click on links you may be forwarded to third party websites, including those of associates. We have no control or responsibility regarding third parties or any such websites. You are aware that you will enter into a separate agreement which has nothing to do with us and you must make yourself aware of the terms of such agreements. You specifically confirm that we can not be held liable in this regard.
- (6) To the extent that the law allows, without limitation, all implied warranties, conditions or other terms are excluded. You hold us absolutely free of all liability and responsibility for any actions, results or adverse situations created as a direct or indirect result of anything shown or available through the Website.

6 YOUR USE

- (1) You agree that you will solely be responsible for your use of the Website and that you will use the Website legally and only for the purposes that it is intended to be used. This includes not using the website fraudulently, nor using any automated software, process, program, robot, web crawler, spider, data mining, trawling or other 'screen scraping' software, process, or program.
- (2) Furthermore you agree that you will not misuse the Website in any way, and specifically, although not exclusively, you will abide by any laws applicable to these Terms and Conditions and Website use and operation.
- (3) When you supply us with information, you must ensure that it is accurate, valid and current and is free from viruses, spyware, malicious software, trojans, worms, logic bombs and anything else which may have a contaminating, harmful or destructive effect on any part of the Website or the websites of third parties or any other technology.

7 USER ACCOUNT, PASSWORD AND SECURITY

- (1) Some services may require you complete a registration process for an account by providing certain information and a username and password. You are solely responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account.
- (2) You may not use the account of another person or organisation at any time, without the express permission of the account holder
- (3) You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security.
- (4) In no event will we be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password.

8 COPYRIGHT AND INTELLECTUAL PROPERTY

- (1) The Website and all the basic content (including text, images, marks and logos), with the exception of advertisements and anything on licence from copyright holders, is subject to copyright which belongs to us. This means that users have a licence to simply use the website, but this does not convey any rights of ownership to you nor any rights to use or

display the copyrighted information in any way. Likewise, there is no partnership, joint venture, agency, employment or any other form of relationship between us.

(2) Specifically, all users agree that without our express written agreement specifically for that user, they will not breach any copyright in respect of information, text, images, content, materials, and anything whatsoever supplied to you or available from us. This specifically includes that you will not adapt, interfere with, copy, reproduce, modify, assign, make derivative works, distribute or in any way publicly display, create Internet "links" to the service or "frame" or "mirror" the Website or any part or content on any other server or wireless or Internet-based device, reverse engineer, or access the services in any way to build a product using similar ideas or function, or which is in any way similar to the Website.

9 LIABILITY DISCLAIMER AND INDEMNITY

(1) To the extent that the law allows, we will not be held responsible for any direct or indirect loss, incidental or consequential damage or loss (economic or otherwise), any punitive or exemplary damages, any loss of reputation or goodwill or business opportunities or contact, however it arises, including out of negligence relating to, or in any way connected to, any installation, use (unauthorised or otherwise), errors, mistakes, accident, theft or fraud, destruction, or any part of the provision or uses of the Website or these Terms and Conditions.

(2) You specifically agree to completely indemnify us against all claims, liability, damages, losses, costs and expenses, including any legal fees, known and unknown, arising from or in any way connected to your breach of these Terms and Conditions or your use of the Website, including any upload submitted, posted or transmitted through the Website.

10 PRIVACY AND DATA PROTECTION

(1) Any data that we collect will be used and stored in accordance with current Data Protection legislation in England.

(2) Please specifically refer to our Privacy Policy at www.click4currency.com/privacy which will explain our use of information.

11 QUERIES / COMPLAINTS AND NOTICES

(1) Queries and complaints must be addressed in writing to our address at Clause 1(3) above. We aim to respond within **seven** days of receipt. If any cause of complaint may amount to a breach of any of these Terms and Conditions, then you must allow us thirty days to remedy that breach.

(2) Notices for us must be in writing to our address at Clause 1(3) above and sent by Royal Mail using a Tracked service. Notices are deemed to have been received on the second working day after Royal Mail obtains a signature of receipt by us.

12 CANCELLATION AND SUSPENSION

(1) Without limiting any other remedies, we may suspend or terminate your use and/or account and/or registration at our absolute discretion, either with or without notice, particularly where we suspect that you have engaged or are about to engage in, or have been in any way involved in or linked to, breaches of any terms of this user agreement.

(2) We reserve the right to cancel, suspend, take down, delete or otherwise remove the Website or any part of it.

(3) If we do not immediately act on any breach, you should not assume that we have waived any rights as to enforceability or to seek redress, unless you have our express written agreement.

13 INVALIDITY

Each clause or any part at all of this Agreement is to be regarded as independent of the others. This means that should any clause or any part at all of this Agreement be found to be unenforceable or invalid, it will not affect the enforceability or validity of the rest of this Agreement.

14 GENERALLY

(1) These Terms and Conditions supersede any and all prior representations, understandings and agreements between you and us regarding your use of the Website, unless specifically provided for in any Terms and conditions relating to Services supplied by us to you.

(2) We reserve the right to vary our Terms and Conditions at any time and such variation takes effect when they are posted on our Website.

15 JURISDICTION

These Terms and Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.