

## **COPYRIGHT PRESERVE : SERVICE TERMS & CONDITIONS JANUARY 2020**

### **1. Copyright Preserve Privacy policy and newsletter!**

1.1 You acknowledge and agree to be bound by the terms of our privacy policy

1.2 By placing an order for the Services, you consent to us sending to you our regular newsletter. This newsletter is our primary method of communicating with you and will inform you of changes to our website, services, notify you of planned outages and updates, and keep you informed about our services generally.

### **2. Information about us**

2.1 [www.copyrightpreserve.com](http://www.copyrightpreserve.com) is a site operated by CP Services London

### **3. Your status**

3.1 By placing an order with us via email, telephone or through our website, you warrant that:

3.1.1 you are legally capable of entering into binding contracts; and

3.1.2 you are at least 18 years old.

3.2 If you are acting on behalf of a company or other business, you further warrant that you personally have the authority to bind that company or business on whose behalf you are placing an order.

### **4. The order process**

4.1 You can only place an order for the Services once you have successfully registered an account with us. Information that you provide while registering an account with us must be complete and accurate. You agree that we may block access to your account and the Services we supply if we reasonably believe that the information you have supplied is inaccurate. You must keep any user name and password assigned to you secret at all times and not allow anyone else to use it. You must contact us immediately if you believe your user name and password has become known to someone else.

4.2 Before you submit an order you will be shown your order via email or on screen details of the Services you wish to order and the price payable. You will then have an opportunity to identify and correct any input errors in your order for the Services.

4.3 You will only be allowed to submit or pay for an order with [paypal.com](https://www.paypal.com), [stripe.com](https://stripe.com) or set up a paperless direct debit.

4.4 After placing an order for the Services we will give you details of the Services you have ordered. We will send the same details to you in an email, together with an invoice, to the email address you provided when you registered your account with us.

## **5. How the contract is formed between you and us**

5.1 After placing an order, you will receive an email from us accepting your order and, if appropriate, letting you know that the Web Service you have purchased has been activated ("Acceptance Confirmation"). Your order constitutes an offer to us to buy our Services and all orders are subject to acceptance by us. The contract between us ("Contract") will only be formed when we send you the Acceptance Confirmation. We may also decline your order for the Services for any reason, in which case we will tell you so.

5.2 The Contract will relate only to those Services we have confirmed in the Acceptance Confirmation. We will not be obliged to supply any other Services, which may have been part of your order until such Services have been confirmed in a separate Acceptance Confirmation.

## **6. Our status**

6.1 We may provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products or services you purchase from companies to whose website we have provided a link on our website will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller.

## **7. Consumer rights**

7.1 If you are buying as a consumer (i.e., not within the course of your business), ordinarily, the Consumer Protection (Distance Selling) Regulations 2000 allow you to cancel the Contract at any time within seven (7) working days, beginning on the day after you received the Acceptance Confirmation. However, by placing your order for the Services, you agree to us starting supply of those Services before the end of the seven working day cancellation period referred to here. As such, you will not have the right to cancel the Contract under the Consumer Protection (Distance Selling) Regulations 2000.

**7.2 This provision does not otherwise affect your statutory rights.**

## **8. The Contract**

8.1 Once the Contract has been formed you may, subject to clause 8.2, only cancel the Contract in relation to the Web Service you have purchased (unless your Service includes the use of a dedicated server in which case you may not cancel the Contract). In such cases, you may cancel at any time within thirty (30) days; beginning on the day after you received the Acceptance Confirmation.

8.2 To cancel the Contract under clause 8.1, you must inform us in writing in email before the end of the thirty (30) day period mentioned in clause 8.1. As part of our cancellation process, we will respond to you via email to confirm your cancellation request. You must reconfirm your cancellation request via email or we will continue to supply the Web Service and your cancellation under clause

8.1 will be ineffective.

8.2 You will not have any right under clause 8.1 to cancel the Contract for the supply of any other Services other than that noted in clause 8.1. Therefore, the Services which may not be cancelled include (but are not limited to):

8.3.1 Watchguard Web Services where you request a dedicated Intelligence Agent ;

8.3.2 DMCA enforcement Services; and

8.3.3 Use of Cyberlocker "OCI" (one click intelligence) and other 'add on' products.

## **9. Price and payment**

9.1 The price of any Services will be quoted to you via e-mail and on our website from time to time, except in cases of obvious error. These prices are not subject to VAT.

9.2 The total cost of your order of the Services will be set out clearly in your Shopping Basket before you submit your order for the Services.

9.3 Prices are liable to change at any time. We will notify you of a change in our prices at least thirty (30) days before the price increase comes into force. Any such price increase will not be effective until the Minimum Term (as defined in clause 20.3) expires. If you do not agree to such price changes, please cancel your Services in accordance with clause 20.3.1. If you do not cancel you will be deemed to have accepted the new prices, and they will be charged to the credit card, debit card or other payment method registered to your account.

9.4 Our website sometimes may contain the details of a large number of Services and it is always possible that, despite our best efforts, some of the Services listed on our website may be incorrectly priced. Where a Service's correct price is less than our stated price, we will charge the lower amount when accepting your order. If a Service's correct price is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions before accepting your order, or reject your order and notify you of such rejection.

9.5 We are under no obligation to provide the Services to you at the incorrect (lower) price, even after we have sent you an Acceptance Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a mispricing.

9.6. You may pay by PayPal [www.paypal.com](http://www.paypal.com) using a credit or debit card. We will take payment from the payment method you have registered against your account immediately upon sending you our

Acceptance Confirmation or shortly thereafter. If we subsequently reject your order, we will refund the payment you have made to the credit card, debit card or other account you used to make the payment.

9.7 Please note that when purchasing a Service, you are obliged to pay for that Service for the whole of the Minimum Term (as defined in clause 20.3) that applies to it even though you may pay by monthly direct debit payments.

9.8 Time for payment shall be of the essence. No payment shall be deemed to have been received until we have received cleared funds. If your chosen method of payment is not authorised by your credit card provider or bank, you hereby authorise us to seek alternative payment from you. Further, if your payment is still not authorised we may, at our discretion, suspend or terminate any Services we provide to you from time to time, even if payment in respect of such Services is not outstanding.

## **10. Quality**

10.1 We warrant that (subject to the other provisions of these terms and conditions) any Services purchased from us through our website will be provided with reasonable care and skill.

10.2 We will not be liable for a breach of the warranty in clause 10.1 unless:

10.2.1 You give written notice of the breach to us through email 10.2.2 We are given a reasonable opportunity after receiving the notice of examining our provision of the Services to you.

10.3 We will not be liable for a breach of the warranty in clause 10.1 if:

10.3.1 the problem arises because you failed to follow our oral or written instructions as to the use of the Services (if there are any); or

10.3.2 you alter the Services without our written consent; or

10.3.3 The problem arises because of misuse.

10.4 Subject to clause 10.2 and clause 10.3, if we are in breach of the warranty in clause

10.4.1 we will, at our expense, use all reasonable commercial efforts to remedy the breach promptly or refund the price of the Services at the pro rata Contract price. This constitutes your sole and exclusive remedy for any breach of the warranty set out in clause 10.1.

Notwithstanding the foregoing, we do not warrant that your use of the Services will be uninterrupted or error free.

10.5 We reserve the right to modify the Services without notice to you provided such modification does not adversely affect your access to, or use of, the Services or detract from the overall performance of the Services. Any change which may have such an adverse effect on you or may detract from the overall performance of the Services will be notified to you at least sixty (30) days prior to the change taking effect.

10.6 You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf which is not set out on our website or otherwise confirmed in writing by us. Nothing in this clause will exclude or limit our liability to you for fraudulent misrepresentation.

## **11. Access to the Web Services**

11.1 You are responsible for making all arrangements necessary for you to have access to our web services. You are also responsible for ensuring that all persons who access our Services through your Internet connection are aware of these terms and conditions and that they comply with them.

## **12. Watchguard Service service levels**

12.1 We will use our reasonable endeavours to make our agents available to you as part of the Service you purchase for ninety nine point nine (99.9) per cent of each calendar month. We do not warrant access to our services will be uninterrupted or error free but we shall use reasonable endeavours to keep downtime to a minimum. We shall make all commercially reasonable efforts to provide you with advanced notification of all scheduled and emergency outages through our website and through our newsletter.

12.2 Service agents are not given any form of downtime or service unavailability.

## **13 IP addresses**

13.1 Our IP address may change from time to time as we change hosting service providers.

## **14. Backup of your material and our servers**

14.1 It is your responsibility to maintain appropriate and upto date back-up copies of any data, information or other material you email us (or permit to be uploaded) onto our servers ("Material") as part of your use of the Web Services. In the event of loss of or damage to your Material, you will not be given access to our server back up we maintain pursuant to our archiving procedure.

14.2 We will follow our archiving procedures for the data stored on our servers. In the event of any loss or damage to our servers, your sole and exclusive remedy will be for us to use reasonable commercial efforts to restore the data on our servers (including your Material) from the latest backup we maintained in accordance with our archiving procedure. We will not be responsible for any loss, destruction, alteration or disclosure of your Material caused by you or any third party.

## **15. Service usage limitations**

15.1 Some of our Service packages come with an unlimited DMCA enforcement notices provided that:

15.2 The Service package you order includes the per calendar month DMCA coverage applicable to that package as this is set out at the time of your order. The Service you have ordered will be automatically suspended if this monthly allowance is exceeded. If this happens, you have to upgrade your SEPP Service package to one, which includes a higher monthly DMCA enforcement notice allowance.

15.3 The Service package you order includes the number of security sweeps/searches applicable to that package as this is set out in your invoice at the time of your order. However, any DMCA enforcement notices that have not been accessed for thirty (30) clear days will be automatically deleted from our system.

15.4 When using the Services, you must comply with our terms of website use and these are incorporated into the Contract by reference. Any conflict between our terms of website use and these terms and conditions, will be resolved in favor of these terms and conditions.

15.5 We shall be entitled to terminate the Contract, or suspend or terminate the provision of any individual Services, if you are in breach of our terms of website use policy our acceptable use policy

## **16. Support**

16.1 If a problem has arisen with regard to the Services or your registered account, you can access support through our email support system twentyfour (24) hours a day, seven (7) days a week.

16.2 Our support team will help resolve any problems you have with the Services you are receiving. We will not provide legal support to you, but, only as part of our SEPP and DMCA Services

## **17. Domain names**

17.1 Where the Contract includes intelligence on copyright infringers Domain names :

17.1.1 we will endeavour to procure a list of the domain names your material has been infringed upon;

17.1.2 we will not be liable in the event that the relevant domain names are unavailable to you by request,

17.1.3 we shall not act as your agent or on your behalf in any legal proceedings or dealings with domain name holders outside of the European Economic Area (EEA) Or US North American Free Trade Area (NAFTA) ;

17.1.4 The litigation against domain names you request is subject to the relevant domain names country of origin and national copyright laws and conditions of use of copyright, which you should obtain and consider before embarking on a course of legal action.

## **18. Intellectual property rights**

18.1 You, or your licensor, retain all intellectual property rights in your Material, and you grant to us a worldwide, nonexclusive, licence to protect, and store titles and copies of your Material on our servers and enforce DMCA takedown notice to 1click providers for the purpose of providing the SEPP infringement service to you. You warrant that your Material does not infringe the intellectual property rights of any third party and you have the authority to grant the licence in this clause 18.1 to us. We may download infringement copies as it may be necessary to perform our obligations, including making backup copies of your Material.

18.2 You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services or of any

claim or action that your Material infringes, or allegedly infringes, the intellectual property rights of a third party.

18.3 If you download software or legal documents we own from our website, we grant you a non exclusive, non transferable royalty free licence to use that software for the purpose set out on our website in relation to that software. Such a licence will automatically terminate when we stop providing the Services to you.

18.4 Any third party software that you download from our website shall be licensed to you on the standard software licence terms of the owner of the intellectual property rights in that third party software as those licence terms are notified to you at the time you download such software.

18.5 We retain all intellectual property rights in the Services (other than in your Material) and our software referred to in clause 18.3. Accordingly, you must not decompile, disassemble or reverse engineer the SEPP Services or our software

## **19. Our liability**

19.1 We do not monitor and will not have any liability for your Material or any other communication you transmit to us, or allow to be transmitted, by virtue of the SEPP Services.

19.2 Due to the public nature of the Internet, we shall not be liable for the protection of the privacy of electronic mail or any other information transferred through the Internet or via any network provider and no guarantee or representation is given that the SEPP Services will be free from hackers or unauthorised users. You shall be liable for the content of any emails transmitted by virtue of the SEPP Services, for any material you upload to, or allow to be uploaded to, our servers and for ensuring compliance at all times with all relevant legislation (including, but not limited to the UK Data Protection Act 1998 and all other privacy laws, regulations and guidance notes made or issued thereunder).

19.3 All conditions, terms, representations and warranties that are not expressly set out in these terms and conditions (or the documents referred to in them) are hereby expressly excluded.

19.4 We do not exclude or limit in any way our liability:

19.4.1 for death or personal injury caused by our negligence;

19.4.2 under section 2(3) of the Consumer Protection Act 1987;

19.4.3 for fraud or fraudulent misrepresentation; or

19.4.4 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

19.5 We will not be responsible for the following types of losses (in each case whether direct, indirect or consequential) and whether they are caused by our negligence or otherwise:

19.5.1 loss of income or revenue;

19.5.2 loss of business;

19.5.3 loss of profits or contracts;

19.5.4 loss of anticipated savings;

19.5.5 loss of goodwill;

19.5.6 loss of software or data;

19.5.7 wasted expenditure (such as pay per click advertising costs); or

19.5.8 wasted management or office time.

19.6 Subject to clause 19.4 and clause 19.5, our maximum aggregate liability under or in connection with the performance or contemplated performance of the Contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed one hundred and ten (10) per cent of the price you have paid to us for the Services during the twelve (12) months preceding the event giving rise to the liability in question. Accordingly, you are advised to acquire business interruption insurance, or other appropriate insurance, to protect you and your business in the event of interruption of the Services (in particular the Watchguard Service).

19.7 Where you buy any product or service from a third party seller through following a link on our website to such a third party's website, the seller's individual liability will be set out in the seller's terms and conditions. You should consult such terms and conditions.

## **20. Duration of the Services and cancellation**

20.1 That part of the Contract relating to our DMCA enforcement Service will commence on the date we send you our Acceptance Confirmation. The contract will continue rolling until:

20.1.1 we have cancelled the level of service you have requested ("Watchguard") and you subsequently ask us not to renew the your services by email with the subject heading "cancel account" at anytime before the renewal date; or

20.1.2 we terminate the supply of our DMCA enforcement service by notice to you because:

20.1.2.1 the service is no longer available 20.1.2.2 or some other reason preventing the supply of service.

20.2 If we terminate the DMCA enforcement service we will refund the price you have paid for the DMCA enforcement service to the credit PayPal, card, debit card or other account you used to make the payment.

20.3 That part of the Contract relating to Services other than our and DMCA enforcement service will also commence on the date we send you our Acceptance Confirmation. Unless such Services are terminated as provided in this clause 20.3, they shall continue for the minimum period of time that applies to the Service you have purchased (as these are set out on our invoices and subsequently confirmed in the Acceptance Confirmation) ("Minimum Term"). After expiry of the Minimum Term, they will continue on a rolling month month basis until terminated:

20.3.1 by you giving to us at least seventy two (72) hours advance written notice through email As part of our cancellation process, we will respond to you through email and you must reconfirm your cancellation request. You must reconfirm your cancellation request via email or we will continue to supply the relevant Services and your cancellation will be ineffective.

You cannot cancel any of your Services by postal letter,

20.4 The monthly price for Services we supply under Contracts that continue on a month to month basis under clause 20.3 shall be charged monthly in advance directly to a credit card, debit card or other payment via PayPal . Such payment will be taken on the same date of the month as on which the Services had originally commenced ("Payment Date") unless or until you cancel the Services in accordance with clause 20.3.1. We will not provide you with a refund for a cancellation that is partway through a billing period. Where the Payment Date does not recur in a particular month (e.g., 31 January, but there is no 31 February), you will be charged on the closest preceding date to the Payment Date (e.g., 28 February) for that month.



20.5 Without prejudice to any other right to terminate or suspend the Services we may have under these terms and conditions, our website terms of use we may terminate the Contract at any time by giving you thirty (30) days advance notice by emailing you at the email address registered against your account. If we cancel the Services, we will refund to you the price you have paid for the Services on a prorata basis for the unexpired Minimum Term.

20.6 Notwithstanding anything to the contrary in these terms and conditions, if you are in breach of an obligation of these terms and conditions we may terminate the Contract by seven (7) days notice to you and/or, at our absolute discretion, terminate or suspend without notice any individual Services we provide to you from time to time.

20.7 Expiry or termination of the Contract shall be without prejudice to any rights and liability of either of us arising in any way under that Contract as at the date of expiry or termination.

## **21. Deletion of your data**

21.1 If you cancel your Services, any data we hold or host in relation to the Services you have cancelled will be immediately and permanently deleted from our system. Accordingly, you are strongly advised to make appropriate copies of such data before you cancel your Services.

## **22. Additional terms**

22.1 Additional terms and conditions may apply for our offers. If so, you will be advised of them at the relevant point.

## **23. Written communications**

23.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, 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.

## **24. Notices**

24.1 All notices given by you to us must be given through email. We may give notice to you at either the then current email or postal address registered against your account with us.

## **25. Third party rights and transfer of rights and obligations**

25.1 Neither you nor we intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

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

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

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

## **26. Events outside our control**

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

26.2 A Force Majeure Event includes any act, event, non happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

26.2.1 misuse, alteration or interference by you or any third party of our servers or systems (including virus and hacker attacks);

26.2.2 strikes, lockouts or other industrial action;

26.2.3 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

26.2.4 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

26.2.5 impossibility of the use of public or private telecommunications networks; and

26.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

26.3 Our performance under the Contract will be 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.

## **27. Waiver**

27.1 If we fail, at any time during the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any