

Brilliant Limited

TERMS AND CONDITIONS OF BUSINESS

Brilliant Limited offers its customers Web Design and Development services, Web Hosting services, Domain Name Registration and Management Services, Creative Graphic Design for printed media and Web Media, and Search Engine Optimisation services complying with international standards.

The following Terms and Conditions document is a legal agreement between **Brilliant Limited** (Registered Address; Drake House, 2 Duckling Lane, Sawbridgeworth, Hertfordshire. CM21 9QA), hereafter called "**The Company**" and you, "**The Customer**" for the purposes stated in the contract.

These Terms and Conditions set forth the provisions under which The Customer may use the services rendered by The Company. By communicating acceptance either verbally or in writing, The Customer has offered to take up the relevant services of The Company set out below. The Company Agreement starts on the date that The Customer signs the first contract or the date The Company starts work. The Customer may not withdraw that offer without The Company's consent, except as stipulated under the Terms. This does not affect The Customer's statutory rights. If The Customer is new and/or there is no existing agreement with The Company, the following are The Company standard terms of working.

WEB DESIGN AND DEVELOPMENT

The Company is an Internet Web Design provider offering The Customer graphical design, HTML, JavaScript, .PHP, .CSS and other related computer programming languages.

Statement of Work (SOW) – Offer and Acceptance

The Company do not have a standard web design and development package. The Company web design and development quotes are unique and depend upon The Customer requirement. When The Customer places an order to design and develop a website from The Company, the order represents an offer to The Company to produce the website. The invoice equals acceptance of a valid contract between The Customer and The Company regardless of whether The Customer receive the invoice. The Company has the right to withdraw from contract at any time prior to acceptance.

If a functional specification and a set of testing criteria are included within the quotation, The Company is responsible for fulfilling the testing criteria as the sole criteria for completion of the contract. The Customer agrees that the standard development platform of The Company is an agreeable platform for development of the website and all acceptance testing will occur only on the standard development platform. The Customer further agrees that any requests relating to hardware or software outside the standard development platform will be deemed additional work.

The Customer agrees to provide any information and content required by The Company in good time to enable The Company to complete a design or website work as part of an agreed project. The time given to The Customer for production of the website is dependent upon The Customer giving The Company relevant information and art work and signing of any proofs or staging/test websites in good time, otherwise The Company progress will be delayed. In the case The Customer provides all the necessary contents for the website within the stipulated time, The Company will endeavour to get The Customer website live as soon as possible. If The Customer does not provide The Company with the art work or relevant information to complete the site within six months of the initial order, the contract will be deemed completed. In such an event, all outstanding payments shall be payable immediately.

The Company shall make every effort to ensure sites are designed to be viewed by the majority of visitors. The Company guarantees to provide maximum possible functionality with the allocated hours and funds. However, this excludes any third party software which is provided with no guarantee.

Amendments

All alterations are to be requested in writing by email. The Company is not liable for the consequences of any verbal requests made to us. After the allocated time for alterations is used up, either in design or coding, The Company reserves the right to advise The Customer as such and send a separate quotation to The Customer and to subsequently request payment for any further or unforeseen alterations.

Intellectual Property

The Customer is responsible for all the information provided by The Company. The Customer will need to get permission for any material content to be incorporated in The Customer website from the relevant person or company, if needed. The Company will not be held responsible for information acquired from The Customer. The Customer agrees to hold harmless, protect and defend The Company from any claim or suit that may arise as a result of using the supplied media and content.

Copyright of the completed web designs, images, pages, code and source files created by The Company and any other intellectual properties belong to The Company unless otherwise agreed to before the contract has started.

These Terms of the Agreement grant a limited license to the extent that use of this website is restricted to a single company of The Customer. The Customer is not permitted to use a design for more than one website without prior written agreement between The Customer and The Company.

The Customer agrees that resale or distribution of the completed files is forbidden unless prior written agreement is made between The Customer and The Company.

The Customer agrees to abide by the terms of any third party software or media included within any work done for The Customer. Examples of this include, but are not limited to, Google maps, RSS feeds, Open Source Software etc.

Prohibited Contents

The Company reserves the right to refuse to handle:

Any media that is unlawful or inappropriate, constitutes harassment, racism, violence, obscenity, harmful intent or spamming, a criminal offence, or infringement of privacy or copyright or that contains a virus or hostile program.

During a website project it is important that The Customer communicate information to The Company to achieve the required result. If The Customer fails to provide information and images related to the website in due time, it will lengthen the project and delay the delivery. The Company will not take responsibility for loss of earnings or any other losses on account of the delay.

Payment Terms

Payment is to be made in three instalments unless otherwise stated at the time of contract. Generally, The Company will take one third of the total fee upfront, another one third after proofs are provided and the balance before coding is complete.

The Company will price individual projects based on hours and will apply an allocation of the maximum hours needed for the project. In case a project is to overrun on hours, The Customer agrees to pay the charges at The Company standard hourly rate.

If The Customer requests design or content alterations to pages that have already been completed, new pages or different functionality other than that specified in the original quotation, The Company reserves the right to quote separately for these alterations.

Prices are subject to change without notice.

All quoted prices are subject to VAT unless specified.

All invoices must be paid in full within the stated terms on the invoice, except where agreed at The Company's own discretion.

The Company reserves the right to decline further work on a project if there are outstanding invoices with The Customer.

The Company reserves the right to remove its work for The Customer from the Internet if payments are not received. After completion of the site, The Customer or a third party of The Customer's choice may wish to edit The Customers website content or code to make updates. However, The Customer agrees that in so doing The Customer assumes full responsibility

for any issues which occur as a result of changing the code. If The Customer or a third party of The Customer choice edits the website code resulting in functionality errors or the page displaying incorrectly, then The Company reserves the right to quote for work to repair the website.

WEB HOSTING

The Company is a reseller for Namesco services and products. Website Hosting is provided by The Company and maintained by Namesco. Namesco Website Hosting and Server Rental policies are backed by The Company and set out in Schedule C of Namesco Business Terms and Conditions. <http://www.names.co.uk/info/terms/business-terms>

Web Server Use

The Company reserves the right to refuse service and/or access to its servers to anyone.

The Company does not allow excessive download content or non-linked content. The Company operates a fair usage policy.

The Company reserves the right to move The Customer's data to a different server or location. Where this is required, 21 days' notice is provided.

Web Support

Support is available from The Company office on +44 (0)1279 725358 or via email to webmaster@brilliant.ltd.uk, The Company reserves the right to suspend service from time to time for on-going maintenance, the timing for such event is performed with the agreement of the customer.

High bandwidth usage

The Company offers a bandwidth limited usage policy in accordance with the stipulated levels stated and provided to The Customer. In rare cases, The Company may find a customer to be using server resources to such an extent that The Customer may jeopardise server performance and resources for other customers. In such instances, The Company reserves the right to impose the High Resource User Policy for the consideration of all customers.

High Data Base Usage

If The Customer exceeds the limits on The Company database products (Typically MySQL) then The Company will automatically charge The Customer for the additional space used at The Company's current prices.

High Resources Policy

Resources are defined as bandwidth, processor utilisation or disc space.

If The Customers website is found to be monopolising the resources available, The Company reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of The Company's servers. Customers may be offered an option whereby The Company continues hosting the website for an additional fee.

Uploads via Scripting Languages

The Company limit uploads made via scripting languages to 2MB per file, unless agreed separately.

Payment Policies

All accounts are set up on a pre-pay basis. Although The Company reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of pre-payment. Payment is due every month or after 365 days, following the date the account was established. Customers will automatically be charged again at the end of their pre-pay period unless closure notification has already been given. Invoices are presented up to 45 days in advance of renewal date.

In situations where The Customer has not paid, The Company will immediately suspend all services on-line until the outstanding charge is processed successfully and The Customer shall still be liable to pay for the on-going hosting fees. In addition The Company reserves the right to suspend the other services until the outstanding debt is cleared. Any non-payment of a recurring invoice is subject to a £50 administration charge. The Customer is responsible for all money owed on the account from the time it was established to the time The Customer sends a cancellation request.

In the event of a dispute The Customer shall not withhold payment. The Company will investigate any dispute and issue refunds where relevant. The Company reserves the right to terminate/suspend any service if payment schedules are not being followed.

All payment is in Pounds Sterling and all prices are displayed ex-VAT unless stated otherwise.

Cancellation and Refunds

The Company reserves the right to cancel the service at any time. Fees are charged on a Pre-pay basis and are non-refundable. In addition, some accounts incur set-up fees; these charges are also non-refundable. In the case cancellation is initiated by The Customer, The Customer will be charged The Company standard hourly charge in addition to any other applicable charge. If a customer contravenes The Company terms of service, a refund will not be issued in the event of cancellation.

All Hosting is subject to a 12 month contract. If The Customer does not cancel the agreement 30 days before the end of the current year, then The Customer is liable for another 12 months service charge.

DOMAIN NAMES

The Company can register and manage domain names on behalf of The Customer through The Company appointed partner Namesco, which allow full administration access to The Company only. Namesco Registration of Domain Names policies are backed by The Company and set out in Schedule A of Namesco Business Terms and Conditions. <http://www.names.co.uk/info/terms/business-terms>

The domain name is registered in The Customer's own name, with the address and contact details of The Customer. The Customer should be aware that the domain name is registered through a registrar and as such The Customer shall agree to fully abide by the terms and conditions set out by the third party for such services. Although there are multiple registrars across the world, Nominet are the domain registrar in the UK.

The Customer agrees to take all legal responsibility for use of third party domain name and hosting services and supply truthful details to the third party services.

The Customer agrees that the information submitted for registration of domain names is then available to the general public via the registrars Whois system. However, Clients who are using their website for non-trading purposes may ask the third party registrar for their contact information not to be included in the registrars Whois system.

The Customer is liable to pay The Company for any domain name registrations including, but not limited to, further domain name registration fees, domain name transfer charges, yearly domain name renewals and any other related charges levied by a third party that The Company are not aware.

The Company will make every effort to renew The Customer domain names on The Customer behalf. In the case it is not renewed, The Company cannot be held responsible for non-renewal of The Customer domains. In the event of non-payment and subsequent non-renewal, The Company will not be liable for the possible loss of ownership of the domain name.

SEARCH ENGINE OPTIMISATION (SEO)

By entering in to an agreement for SEO, The Customer will pay The Company for the contract period set and the hours and external/third party services allocated to the job.

In case of any delay in payments, The Company reserves the right to suspend the service. However, The Customer shall be charged for the hours allocated. This could affect The Customer results in the search engine.

Period

Unless mutually agreed, this agreement shall last for a period of 1 year.

Either The Customer or The Company may terminate this Agreement by giving to the other party 30 days written notice of its intention to do so.

Payment Policy

The Customer shall pay the fee monthly, quarterly or annually, as agreed and based on the number of hours of work invoiced: the first payment being due upon entering into this Agreement and subsequent payments being due on the same day each month, quarter or year thereafter.

The Customer cannot withhold or refuse payment on the plea that the result of The Company's work is not satisfactory. In the event of The Customer failing to make monthly payment on the due date The Company is entitled to take any or all of the following remedies in any order it sees fit: (a) Request immediate payment of all monthly fees due during the remainder of the contract Period; (b) add interest to the debt at 4% per annum above the base rate of Lloyds Bank from the due date to the date of payment; (c) issue written demands for all sums due, each such demand attracting a fee of £15.00, payable by The Customer; (d) cease working on behalf of The Customer until all overdue sums are paid.

Disclaimer

The Customer understands that Search Engines are independent companies who select and rank websites using their own criteria. The Company will optimise The Customer's web pages to enable them to appear on the regional listings/search engines as agreed; however The Company cannot guarantee appearance and position on search engines. While The Customer must follow The Company's recommendations for optimising its website for Search Engine Listing in order to maximise its chances of increasing its Search Engine exposure, The Customer acknowledge that The Company does not and cannot guarantee that The Customer's website ranking will be improved in any Search Engine listing. To enable The Company to optimise The Customer websites The Customer must provide FTP login details for the website (when not located on The Company's servers) and The Customer acknowledges that The Company cannot undertake any optimisation until such FTP login details have been provided.

Search Engines

The Company's list of the most important Search Engines includes those Search Engines that The Company considers to be the most important with regard to popularity, language, content, location, coverage or any other criteria that The Company using its expertise considers suitable.

The Company and The Customer will choose a suitable set of key words to target in the Search Engines. This will also be used as a test phrase to assess how The Customer website is ranking in Search Engines.

The Company may also pay third parties for links or advertisements; the cost of this will either be deducted from The Customer available hours or added to The Customer bill.

The Company will allocate on a monthly basis the time allowed in The Customer contract to do Search Engine Optimisation and The Customer will be responsible to pay The Company for that time and any additional hours if requested by The Customer.

GENERAL TERMS

AGREEMENT

The Customer agrees that the information given to The Company or gives to The Company in the future is correct and is in no way misleading, offensive or against any Country's Law. The Customer will maintain secrecy of The Customer pass words and will be solely responsible for any unauthorised access to The Customer account by any other person.

TERMINATION

The Customer hereby acknowledge and agrees that The Company may terminate its services or involvement with The Customer, at any stage or at any time during the introductory and/or negotiation and/or facilitation process, by giving The Customer written notice thereof, without The Company having to provide The Customer with any specific explanation or reason, or without The Company having any legal or financial obligation or liability towards The Customer of whatsoever nature.

This Agreement may be terminated at any time if:

(a) The Customer website contains any material which is illegal, pornographic, radically abusive or is likely to cause offence or to damage The Company reputation; (b) The Customer commits any material breach of this agreement; (c) The Customer enter into liquidation whether compulsory or voluntary, has a receiver or administrator appointed, enter into any arrangement with The Customer creditors or cease or threaten to cease to trade; (d) The Customer stops paying The Company.

However, The Company will give The Customer seven days to meet any such obligation before terminating The Company Agreement.

SUSPENSION OF SERVICES

The Company reserves the right to suspend all or any of the services that The Company has given to The Customer, including those that have already been paid for, should any of these terms not be met.

CHARGES AND PAYMENTS

The price that The Company charge The Customer for services is stated in the contract. The Customer will pay to The Company all the charges on their due dates. Payment will either be in advance or by invoice. The Company reserves the right to make that decision. The Customer can and may request additional services at any time after The Customer Agreement has started. If The Company agrees to provide The Customer with these services The Customer will pay the additional services that they incur or request.

The Company will charge The Customer for any administration costs and loss of work that have occurred, for any payment not being met for whatever reason, or that has not been honoured by The Customer bank, or any method of payment that has been made by The Customer to The Company.

The charge for these defaults for non-payment and indeed any default of payment regardless of what it is or how it has been caused will be 100% of all outstanding order values. Should this debt have to be recovered in the Court additional charges including all legal and recovery costs will be charged to The Customer. As a director or owner of The Customers business, The Customer also gives The Company their personal guarantee that all monies owed to The Company if The Customer business is unable to meet them will be paid by The Customer.

REFUND POLICY

All services are rendered ensuring quality. The Company generally take upfront and subsequent payments. If at any time in the service rendering process, The Customer is not satisfied with the quality of work, The Customer may bring it to The Company attention. The Company will investigate and decide about the refund. In general, The Company will not refund payments on time spent/services rendered, since The Company's charges are based on the hours of work spent on the project. If a customer contravenes The Company terms of service, a refund will not be issued in the event of cancellation.

Refunds are only possible if The Company is unable to render the services to The Customer. The refund will be based on the hours that The Customer has paid for but not used. No refunds will be given for hours spent on research, development, design and administration.

The Customer is not entitled to a refund if:

- Decide to discontinue the use of The Company services
- Find The Company charges to be higher compared to others and The Customer cannot afford the services;
- Choose the wrong specifications for the service;
- Knew about the particular fault prior to purchase; and/or
- Were responsible for causing the fault.

COPYRIGHT

The Customer represents to The Company and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to The Company for inclusion within Web Pages or associated media are owned by The Customer, or that The Customer has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend The Company and its subcontractors from any claim or suit arising from the use of such elements furnished by The Customer.

Unless explicitly specified, it is assumed that:

- The Company will hold all copyright to the site it designs unless otherwise stated in writing;
- It will remain the sole intellectual property of The Company;
- The Company will own the intellectual property rights in any service given to The Customer;
- The Customer will have no resale rights;
- If The Customer requires copies of The Customer site, The Customer will be charged by the hour for any admin costs that are incurred at the standard hourly rate;
- The Company will not be responsible for any Copyright infringement or Domain Name infringement against any law in any land brought on by The Customer website.

PRIVACY

The Company respects privacy of its clients. The Company will not monitor, edit, or disclose any personal information about The Customer accounts, including hosted content, without The Customer prior consent, unless The Company has a good faith belief that such action is necessary to: (a) comply with legal process or other legal requirements of any relevant authority; (b) protect and defend the rights or property of The Company; (c) enforce the terms of a Task Order, this Agreement or these Terms and Conditions; or (d) protect the interests of users of The Company's Hosting Services. The Customer acknowledges and agrees that The Customer IP address is transmitted and recorded with each message sent from the Hosting Service.

CONFIDENTIALITY AND PROPRIETARY RIGHTS

In this Agreement, "Confidential Information" shall mean any and all technical or business information, including third party information, furnished in connection with this Agreement, in whatever tangible form or medium, or disclosed by The Customer to The Company (including, but not limited to, product/service specifications, prototypes, computer files and programs, models, drawings, marketing plans, financial data and personnel statistics). Notwithstanding the termination, expiration or cancellation of this Agreement, The Company agrees to treat such Confidential Information as confidential for a period of ONE year from the date of receipt of same unless otherwise agreed to in writing by The Customer.

The Customer will keep the details of the Agreement and any such information which The Customer may learn about The Company, The Company business technology and The Company clientele, strictly confidential and agree not to disclose it to any third party. Upon termination, cancellation or expiration of this Agreement for any reason or upon request of the disclosing party, all Confidential Information, together with any copies of same as may be authorised herein, shall be returned.

The Customer agrees that if The Company suffers any loss or there is a failure from The Customer to meet any of these obligations, The Customer agrees to pay The Company directly and immediately for any proven losses that may occur.

The obligations imposed in this Article shall not apply to any information that: (a) is known to the public (through no act or omission of The Company in violation of this Agreement); (b) is lawfully acquired by The Company from an independent source having no obligation to maintain the confidentiality of such information; (c) was known to The Company prior to its disclosure under this Agreement; (d) was independently developed by The Company; or (e) is required to be disclosed by governmental or judicial order.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this Agreement.

LIMITATION OF LIABILITY

The entire risk as to the quality and performance of the Web Pages and website is with The Customer.

(a) The Company shall not be liable to The Customer for any loss or damage [including but not limited to loss of data, loss of profits/sales, website downtime, loss of business or staff or management time incurred] caused or arising directly or indirectly out of The Company's services provided under this Agreement [except to the extent to which it is unlawful to exclude such liability under English Law]. (b) Notwithstanding the generality of (i) above The Company expressly excludes liability for any indirect, special, consequential or incidental loss or damage which may arise in respect of the services to be provided under this Agreement. (ii) In the event that any exclusion contained in this Agreement shall be held to be invalid for any reason and The Company becomes liable for loss or damage that may lawfully be limited, such liability shall be limited to the whole amount paid by The Customer during the preceding Initial Period or Renewal Period, as the case may be. (iii) The Company does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of The Company, its employees, agents or authorised representatives.

The Company will not be liable to make any payment to The Customer including the return of deposits either in part or full for any delay or failure to meet any of The Company obligations under this or any other agreement made to The Customer by either verbal, written or electronic means.

This includes, but is not limited to, any events that are beyond The Company control such as The Company computers, technology in general, telecommunication equipment including satellite and internet suppliers.

The Company are liable to The Customer to cover the contract and services provided to The Customer as long as none of the other points in this contract are broken by The Customer.

INDEMNITY

The Customer agree to use all The Company services and facilities at The Customer's own risk and agree to defend, indemnify, save and hold The Company harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against The Company, its agents, its customers, officers and employees, that may arise or result from any services provided or performed or agreed to be performed or any product sold by The Customer, The Customer agent, employees or assigns. The Customer agree to defend, indemnify and hold harmless The Company against liabilities arising out of: (a) any injury to person or property caused by any products sold or otherwise distributed in connection with The Company server; (b) any material supplied by The Customer infringing or allegedly infringing on the proprietary rights of a third party; (c) copyright infringement; (d) any defective products sold to customers from The Company server and (e) claims arising from omission to inform or implement the updates needed for the site.

The Customer agrees that this indemnification extends to all aspects of the work completed by The Company, including, but not limited to, website content and choice of domain name.

WARRANTY DISCLAIMER

The Company makes no warranties with regard to the site and its contents. The Company cannot guarantee the functionality or operations of their website or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

The Company is not responsible for any content published on The Customer website that infringes any law, copyright or compliance. The Customer is solely responsible for the security, confidentiality and integrity of all the content and messages received, transmitted through or stored on the web/server hosting service.

The Company will not be responsible for any damages or losses The Customer's business may suffer. The Company makes no warranties of any kind, express or implied for services The Company provide. The Company does not back up The Customer data/website and while every attempt would be made in the unlikely event of any corruption or hardware failure. The Company disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all services interruptions caused by The Company and its employees. The Company reserves the right to revise its policies at any time.

The Company hands over files on request, once full payment has been made. However, the intellectual rights are the property of The Company unless stated otherwise at the time of contract. On handover of files from The Company to The Customer, The Customer shall assume entire responsibility in ensuring that all files are functioning correctly before use. While every effort is made to make sure files are error free, The Company cannot guarantee that the display or functionality of the web design or the website will be uninterrupted or error free. If, after handover of files, errors are found in code The Company has created and the standard development platform, domain name set-up and hosting set-up are the same as when work began, then The Company can correct these errors for The Customer free of charge for a period of 3 months, after acceptance of the work. After the 3-month period, The Company reserves the right to quote separately for any work involved in correcting an error.

If, after handover of files, errors are found in code The Company has created and the standard development platform, or the domain name set-up or hosting set-up have been changed, The Company can correct errors and reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name set-up or hosting set-up.

The Company may from time to time recommend to The Customer that updates are needed to The Customer site, including, but not limited to, new legislation compliance, software compatibility and web standards. The Company reserves the right to quote for any updates as separate work. The Customer agrees that The Company is not liable for any failure to inform or implement these updates to their site.

The Customer agrees that The Company is not liable for any failure to carry out services for reasons beyond its control, including, but not limited to, acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

The Customer agrees that The Company is not liable for any bugs, performance issues or failure of third party software as they are open-source software distributed under the GPL ("GNU General Public License") and are maintained and developed by a community of thousands of users and companies. Any bugs, performance issues or failure with the software will be directed to the respective Development Community.

GENERAL

The Company will not be liable to return any art work to The Customer or any other material that The Customer supply to The Company for the purpose of providing The Company services to The Customer.

To maintain the quality of The Company reserve the right to change these terms and conditions and the nature of The Company services, which The Company have agreed to provide to The Customer by giving The Customer at least 28 days written notice.

The Customer may not transfer any of The Customer rights or obligations under this Agreement to anyone else without The Company's prior written agreement.

If The Customer wishes to write to us, it must reach The Company's main office by means of a recorded method. Any other method apart from email with proof of sending will be classed as unsent.

These terms and conditions together with the order schedule, work sheets and any additional attachments form the whole of The Company agreement. They apply in place of any terms and statement made to The Customer by any of The Company's representatives.

NOTICE

All notices must be in writing. Notices to The Company must be addressed to:

Brilliant Limited, Drake House, 2 Duckling Lane, Sawbridgeworth, Hertfordshire. CM21 9QA or such other address as is advised by The Company. Notices to The Customer will be considered validly given if addressed to The Customer address as shown in the agreement or such other address as is advised by The Customer to The Company in writing.

SEVERABILITY

In the event that any provision of the Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void, and shall not affect in any way the remainder of such provision or any other provision of the Terms. No waiver of any rights The Company has under this Agreement shall be deemed from any failure by The Company to enforce any part of this Agreement.

AUTHORITY

The signatory to this Agreement warrants that he/she has the authority to commit The Customer to this Agreement and further confirms that this Agreement is made between two businesses.

GOVERNING LAW

This Agreement and Terms shall be governed by and subject to the laws of England and Wales without regard to its rules concerning conflicts of law. The parties hereto irrevocably consent that all disputes which may arise out of or in connection with this Agreement or the Terms shall be subject to the exclusive jurisdiction of the courts of England.

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